No. 9994

Vol 232
see Vol 2322

# United States Circuit Court of Appeals

For the Ninth Circuit.

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NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

THE CITIZEN-NEWS COMPANY, a corporation,
Respondent.

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# Transcript of Record

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**Upon Petition for Enforcement of an Order of the National Labor Relations Board**

FILED
MAR 25 1942
PAUL P. O'BRIEN,
CLERK

PARKER PRINTING COMPANY, 545 SANSOME STREET, SAN FRANCISCO 60-2 11-42

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]


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United States of America

Before the National Labor Relations Board

Twenty-First Region

Case No. XXI-C-701

In the Matter of

HOLLYWOOD- CITIZEN-NEWS COMPANY, a corporation,

and

LOS ANGELES NEWSPAPER GUILD

## COMPLAINT

It having been charged by Los Angeles Newspaper Guild, 6513 Hollywood Boulevard, Los Angeles, California, that the Hollywood Citizen-News Company, a corporation, hereinafter referred to as "Respondent", at its plant in Hollywood, in the City of Los Angeles, California, has engaged in and is now engaging in certain unfair labor practices affecting commerce, as set forth and defined in the National Labor Relations Act, 49 Stat. 449, the National Labor Relations Board, by the Regional Director for the Twenty-first Region, as agent of the National Labor Relations Board, designated by National Labor Relations Board Rules and Regulations, Series 1, as amended, hereby issues its complaint and alleges the following:

1. Respondent is now and at all times herein mentioned has been a corporation organized under

and existing by virtue of the laws of the State of California, having its principal office and place of business at 1545 North Wilcox Avenue, Hollywood, in the City of Los Angeles, California. Respondent has, at all times herein mentioned, and now does own, conduct, manage, print, and sell the Hollywood-Citizen News, a daily newspaper which is distributed in the State of California and in and through other states of the United States. Respondent at all times herein mentioned has been and now is engaged both within and without the State of California in the buying, selling, collecting, formulating, transmitting, and receiving of news and intelligence, and in the owning, using, leasing, managing, and conducting of agencies therefor.

2. The Respondent is a member of the Associated Press and purchases the service of the United Press, each one of which is a National organization engaged in the purchase, collection, receipt, compilation, and transmission of news and intelligence from places within and without the continental limits of the United States. The Associated Press maintains and operates teletype machines in the plant of the Respondent at Hollywood, California, for the purpose of receiving and sending news and intelligence, by means of which news and intelligence originating both within and without the State of California are received at Respondent's plant at Hollywood, California. The news and intelligence so received are then redistributed through the columns of the Re-

spondent's newspaper, the Hollywood Citizen-News, to its subscribers in the State of California and in various other states as above stated. News collected, written, and edited by employees of Respondent in the State of California is rewritten, edited, and transmitted by employees of the Associated Press to all of its subscribers throughout the United States. The said Associated Press depends almost entirely upon the employees of Respondent for the collection of news within the limits of Hollywood, California, and for the transmission of said news to its subscribers throughout the nation.

3. The Respondent, in addition to the news services of the Associated Press and United Press, purchases syndicated material from George Matthews Adams, Inc., Ledger Syndicate, New York Tribune, Inc., Consolidated News Features, Inc., Chicago Tribune-New York News Syndicate, Inc., King Features Syndicate, Inc., Bell Syndicate, Register and Tribune Syndicate, McClure Newspaper Syndicate, McNaught Syndicate, Retail Reporting Bureau, Inc., and Ullman Features Service. All of said syndicates and firms above-mentioned maintain principal offices in the City of New York from which source a substantial part of the material, feature articles, cartoons, and photographs purchased by the Respondent is sent, and all of the said material purchased by the Respondent from the above-named syndicates is received from without the State of California and is transmitted by means of inter-

state and foreign commerce to Respondent's offices at Hollywood, California.

4. Respondent, through its newspaper, the Hollywood Citizen-News, aids in the nation-wide distribution of various syndicated articles, cartoons, and news features. The Respondent, through its newspaper columns, also aids in advertising certain products on a national basis. Various supplies, machines, and equipment used by Respondent in the publication of the Hollywood Citizen-News are purchased in and shipped from states other than the State of California and from foreign countries and, in particular, newsprint is purchased by Respondent in Sweden and shipped to Respondent's plant at Hollywood, California. Newsprint is also purchased by Respondent in Canada and shipped from Canada to Respondent's plant at Hollywood, California.

5. The Los Angeles Newspaper Guild, hereinafter referred to as the "Guild", is a labor organization, as defined in Section 2, subdivision (5) of the Act.

6. Respondent, through its officers, agents, and servants, to-wit: Harlan G. Palmer, Harold Swisher, Harwood Young, and Harry Brandon, while engaged in the operations of its Hollywood plant, as described in paragraphs 1 to 4, inclusive, hereof, did on or about May 14, 1938, discharge Roger C. Johnson, Mellier G. Scott, Jr., and Elizabeth Yeaman, and each of them, employed in the Hollywood plant, and on or about May 16, 1938, did discharge Karl Schlichter, and Helen Blair Thurly, and each

of them, employed in the Hollywood plant, and at all times since said dates has refused and now does refuse to reinstate the said Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman, Karl Schlichter, and Helen Blair Thurly, hereinafter referred to as "the above-named individuals", and each of them, for the reason that the above-named individuals, and each of them, joined and assisted a labor organization, viz., the Guild, and engaged in concerted activities with other employees for the purpose of collective bargaining and other mutual aid and protection, and by all said acts, and each of them, Respondent did discriminate and is discriminating in regard to the hire and tenure of employment of the above-named individuals, and each of them, and did thus discourage, and is thus discouraging membership in a labor organization, viz., the Guild, and did thereby engage in and is thereby engaging in unfair labor practices, within the meaning of Section 8, subdivision (3) of the Act.

7. Respondent, by its discharge of and refusal to reinstate the above-named individuals, and each of them, as set forth in paragraph 6, hereof, did interfere with, restrain, and coerce, and is interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and by all said acts, and each of them, did engage in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (1) of the Act.

8. A unit composed of all employees in the editorial department, exclusive of supervisory employees with authority to hire or discharge, would insure to employees the full benefit of their right to self-organization and would otherwise effectuate the policies of the Act, and is a unit appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

9. On or about December 1, 1937, and at all times thereafter, a majority of the employees in the appropriate unit, described in paragraph 8, hereof, had designated the Los Angeles Newspaper Guild as their representative for the purpose of collective bargaining with Respondent. By virtue of Section 9, subdivision (a) of the Act, the Guild, on or about December 1, 1937, was and at all times since said date has been and now is the exclusive representative of all employees in the aforesaid appropriate unit for the purposes of collective bargaining with Respondent in respect to rates of pay, wages, hours of employment, and other conditions of employment.

10. Respondent, through its officers, agents, and servants, to-wit: Harlan G. Palmer, Harold Swisher, Harwood Young, Harry Brandon, Willis Sargent, Zuma Palmer, Roger Geissinger, Horace Turner, and Harold Hubbard, did on or about December 1, 1937, refuse and at all times since said date has refused and now does refuse to bargain collectively in good faith with the Guild as exclusive represen-

tative of all employees in the aforesaid appropriate unit in that:

(a) Respondent, through its aforesaid officers, agents, and servants, did on many and various dates subsequent to December 1, 1937, to-wit: on or about December 31, 1937, and on other dates, advise its employees not to join or assist the Guild;

(b) Respondent, through its aforesaid officers, agents, and servants, did on or about January 31, 1938, advise its employees to go over the heads of their "bargaining representatives" and appeal direct to Harlan G. Palmer;

(c) Respondent, through its aforesaid officers, agents, and servants, did on many and various dates subsequent to December 1, 1937, advise its employees that it would not negotiate a contract with the Guild;

(d) Respondent, through its aforesaid officers, agents, and servants, did on many and various dates subsequent to December 1, 1937, warn its employees that a number of them would be discharged if the Guild negotiated a contract with Respondent;

(e) Respondent, through its aforesaid officers, agents, and servants, did on May 14, 1938, discharge active members of the Guild, viz., Roger Johnson, Mellier G. Scott, Jr., and Elizabeth Yeaman, for the purpose of disrupting and terminating contract negotiations between the Guild and Respondent, and for the purpose of discouraging the Guild membership;

(f) Respondent, through its officers, agents, and servants, to-wit: Harlan G. Palmer and Willis Sargent, did from a certain date, to-wit: on or about December 1, 1937, to May 14, 1938, unduly and unreasonably prolong negotiations between Respondent and the Guild for the purpose of disrupting and bringing to naught said negotiations and for the purpose of discouraging membership in the Guild; and by all said acts, and each of them, Respondent did engage in and has engaged in and is now engaging in unfair labor practices, within the meaning of Section 8, subdivision (5) of the Act.

11. By its refusal to bargain collectively in good faith with the Guild as exclusive representative of all employees in the appropriate unit, described in paragraph 8, hereof, in respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in paragraph 10, hereof, Respondent did interfere with, restrain, and coerce and is interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and by all said acts, and each of them, did engage in and is engaging in unfair labor practices, within the meaning of Section 8, subdivision (1) of the Act.

12. The activities of Respondent, as set forth in paragraphs 6 to 11, inclusive, hereof, occurring in connection with the operations of Respondent, described in paragraphs 1 to 4, inclusive, hereof, have a close, intimate, and substantial relation to trade,

traffic, and commerce among the several states and with foreign countries and have led and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

13. The aforesaid acts of Respondent, as set forth in paragraphs 6 to 11, inclusive, hereof, occurring in connection with the operations of Respondent, as described in paragraphs 1 to 4, inclusive, hereof, constitute unfair labor practices, within the meaning of Section 8, subdivisions (1), (3), and (5) and Section 2, subdivisions (6) and (7) of the Act.

Wherefore the National Labor Relations Board on this 27th day of June, 1938, issues its complaint against the Hollywood Citizen-News Company, a corporation, Respondent herein.

## NOTICE OF HEARING

Please take notice that on the 5th day of June, 1938, in Room 452, Pacific Electric Building, Sixth and Main Streets, Los Angeles, California, at 9:30 o'clock in the forenoon, a hearing will be conducted before the National Labor Relations Board, by a Trial Examiner to be designated by it in accordance with its Rules and Regulations—Series 1, as amended, Article IV and Article II, Section 23, on the allegations set forth in the complaint hereinabove set forth, at which time and place you will have the right to appear in person or otherwise, and give testimony.

You are further notified that you have the right to file with the Regional Director for the Twenty-first (21st) Region, acting in this matter as the agent of the National Labor Relations Board, an answer to the foregoing complaint, on or before the 2nd day of July, 1938.

Enclosed herewith for your information is a copy of the Rules and Regulations, made and published by the National Labor Relations Board, pursuant to authority granted in the National Labor Relations Act. Your attention is particularly directed to Article II of said Rules and Regulations.

In witness whereof, the National Labor Relations Board has caused this, its complaint and its notice of hearing, to be signed by the Regional Director for the Twenty-first (21st) Region on the 27th day of June, 1938.

(Seal) TOWNE NYLANDER
Regional Director, 21st Region
National Labor Relations Board
745 Pacific Electric Bldg.
Los Angeles, California

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[Title of Board and Cause.]

ANSWER OF THE CITIZEN-NEWS CO., A CORPORATION, SUED HEREIN AS HOLLYWOOD CITIZEN-NEWS COMPANY, A CORPORATION

Comes now Respondent, The Citizen-News Co., a corporation, sued herein as Hollywood Citizen-

News Company, a corporation, and answering the complaint on file herein, admits, denies and alleges as follows:

I.

Answering Paragraph 1 of the complaint, Respondent specifically denies that the newspaper, "The Hollywood Citizen-News", is distributed outside the State of California, or in or through other States of the United States in excess of 4/10ths of 1% of its total circulation. Respondent specifically denies that it is engaged in any activity outside the State of California, or that it buys, or sells, or collects, or formulates, or receives news or intelligence without the State of California, or that it transmits news outside the State of California except as to the portion stated above of 4/10ths of 1% of the total circulation of the Hollywood Citizen-News, or that it owns, or uses, or leases, or manages, or otherwise conducts any agency or agencies for any of said activities, or for any other purpose, outside the State of California. Respondent alleges that, in addition to publishing the Holywood Citizen-News, it is also engaged in commercial job printing, in publishing other publications, and in printing a publication known as "The Hollywood Advertiser", in all of which it acts solely within the State of California and for customers, all of whom are in the State of California.

II.

Answering Paragraph 2 of the complaint, Respondent specifically denies that news or intelligence

originating outside the State of California is received at Respondent's plant at Hollywood, California, through teletype machines of the Associated Press, or otherwise, and alleges that all news or intelligence received by means of said teletype machines is received by wire service from within the State of California. Respondent further specifically denies that any news or intelligence is sent by means of said teletype machines, whether to a source within the State of California or elsewhere. Respondent admits that a portion only of the news and intelligence received on said teletype machines is redistributed in the columns of Respondent's newspaper, The Hollywood Citizen-News, but alleges that said redistribution of said news or intelligence is made wholly within the State of California, excepting the 4/10ths of 1% of circulation referred to hereinafter. Respondent specifically denies that it redistributes any news or intelligence in any places outside the State of California, except as to 4/10ths of 1% of the total circulation of The Hollywood Citizen-News. Respondent specifically denies that employees of the Associated Press rewrite or edit or transmit news which has been collected or written or edited by Respondent's employees in the State of California, but admits that news collected by Respondent's employees is available to the Associated Press. Respondent is without knowledge that employees of the Associated Press transmit news throughout the United States. Respondent alleges

that the Associated Press wholly owns and controls all its said teletype machines in Respondent's plant, and that Respondent neither owns nor controls said teletype machines. Respondent specifically denies that the Associated Press depends either entirely, or in any respect, upon any of Respondent's employees for the collection of news within Hollywood, California, and further specifically denies that the Associated Press depends in any respect upon Respondent's employees for the transmission of any news outside the State of California.

III.

Answering Paragraph 3 of the complaint, Respondent admits that it purchases syndicated material from all but one of the syndicates and firms named in said paragraph. Respondent is without knowledge as to whether all of said syndicates or firms maintain principal offices in the City of New York, and specifically denies that all of the material or feature articles, or cartoons or photographs purchased by the Respondent from said syndicates or firms is transmitted by means of interstate or foreign commerce to Respondent's offices. Respondent admits that the transmission to Respondent of a substantial part of the material, feature articles, cartoons and photographs purchased by the Respondent from the firms and syndicates named in said paragraph is commenced in the City of New York.

IV.

Answering Paragraph 4 of the complaint, Respondent specifically denies that it aids in the nationwide distribution of various syndicated articles or cartoons or news features, but alleges in this connection that it publishes syndicated articles, cartoons and news features purchased from certain of the syndicates and firms named in Paragraph 3 of the complaint. Respondent specifically denies that it in any way aids in advertising certain products on a national basis, but alleges that it advertises nationally known products. Respondent specifically denies that it purchases newsprint in Sweden. Respondent admits that it purchases newsprint in Canada, but specifically denies that said newsprint is shipped to Respondent's plant at Hollywood, California. Respondent further alleges that the total cost of its newsprint in any given year represents in the aggregate less than 12% of the total cost of operating said newspaper, The Hollywood Citizen-News. Respondent specifically denies that any supplies or machines or equipment used by Respondent in the publication of The Hollywood Citizen-News, other than the newsprint heretofore mentioned, and other than certain equipment, machines and minor supplies, the latter constituting in the aggregate less than 2% of the total operating expense of said newspaper, are purchased in or shipped from any State other than the State of California, or from any foreign country. Respondent further alleges that substantially all the sup-

plies, machines and equipment now used by it were purchased within the State of California.

V.

Answering Paragraph 5 of the complaint, Respondent admits that the Los Angeles Newspaper Guild is a labor organization as defined in Section 2, Subdivision (5), of the National Labor Relations Act, or otherwise.

VI.

Answering Paragraph 6 of the complaint, Respondent admits that on May 14th, 1938, it discharged Roger C. Johnson, Mellier G. Scott, Jr., and Elizabeth Yeaman, and that on May 16th, 1938, it discharged Karl Schlichter and Helen Blair Thurly, and that it has at all times since said dates refused to reinstate said individuals, or any of them, but Respondent specifically denies that at any time, through its officers, or agents, or servants, or through Harlan G. Palmer, or Harold Swisher, or Harwood Young, or Harry Brandon, or through any other person, or otherwise, it discharged or refused to reinstate the above named employees, or any of them, for the reason that said employees, or any of them, joined or assisted a labor organization, whether it be the Guild, or otherwise, or engaged in concerted activities with other employees for the purpose of collective bargaining, or other mutual aid, or protection, or for any other reason having any connection with or relation to the labor organization activities or membership of said employees,

Johnson, or Scott, or Yeaman, or Schlichter, or Thurly. Respondent further specifically denies that by its discharge of, and refusal to reinstate said employees, or any of them, or by any other acts, it did at any time discriminate, or is discriminating, in regard to the hire or tenure of employment of said discharged employees, or any of them, or that it did at any time discourage, or is now discouraging, membership in any labor organization, or that it did at any time engage in, or is now engaging in, any unfair labor practice or practices within the meaning of Section 8, Subdivision (3), of the National Labor Relations Act, or within the meaning of any other Section or Subdivision of said Act, or otherwise.

VII.

Answering Paragraph 7 of the complaint, Respondent specifically denies that by its discharge of, or refusal to reinstate said individuals Johnson, or Scott, or Yeaman, or Schlichter, or Thurly, or any of them, it did at any time interfere with, or restrain, or coerce, or is now interfering with, or restraining, or coercing, any of its employees in the exercise of rights guaranteed in Section 7, or any other Section, of the National Labor Relations Act, or that by said acts, or any other acts, it did at any time engage in, or is now engaging in, any unfair labor practice or practices within the meaning of Section 8, Subdivision (1), of the Act, or any other Section or Subdivision of said Act, or otherwise.

VIII.

Respondent admits Paragraph 8 of the complaint.

IX.

Answering Paragraph 9 of the complaint, Respondent admits that on or about December 1, 1937, a majority of its employees in Respondent's Editorial Department, exclusive of supervisory employees with authority to hire or discharge, designated the Los Angeles Newspaper Guild as their representative for the purposes of collective bargaining with Respondent. Respondent admits that the Guild is now, and has been, the exclusive representative of all employees in its Editorial Department for purposes of collective bargaining with Respondent in respect to rates of pay, or wages, or hours of employment, or other conditions of employment.

X.

Answering Paragraph 10 of the complaint, Respondent specifically denies that on or about December 1, 1937, or at any other time, through its officers, or agents, or servants, or through Harlan G. Palmer, or Harold Swisher, or Harwood Young, or Harry Brandon, or Horace Turner, or Harold Hubbard, or Willis Sargent, or Zuma Palmer, or Roger Geissinger, or any other person, it did refuse, or does now refuse, to bargain collectively in good faith with the Guild as exclusive representative of all employees in its Editorial Department.

Respondent further specifically denies that on

December 1, 1937, or on December 31, 1937, or on January 31, 1938, or on May 14, 1938, or at any other time whatever through any of the above named persons, or through any of its officers, or agents, or servants, or through any other person, it did or does now advise any of its employees not to join or assist the Guild, or that it did or does now advise any of its employees to go over the heads of their "bargaining representatives" and appeal direct to Harlan G. Palmer; or that it did or does now advise any of its employees that it would not or will not negotiate a contract with the Guild; or that it did or does now warn any of its employees that any of said employees would be discharged if the Guild negotiated a contract with Respondent; or that it discharged any active member or members of the Guild, and particularly Roger C. Johnson, Mellier G. Scott, Jr., or Elizabeth Yeaman, or any other person, for the purpose of disrupting or terminating contract negotiations between the Guild and Respondent, or for the purpose of discouraging Guild membership, or for any purpose having any connection with or relation to activities or membership in the Guild, or any labor organization; or that it did unduly or unreasonably prolong negotiations between Respondent and the Guild, or that it performed any act for the purpose of disrupting or bringing to naught said negotiations, or for the purpose of discouraging membership in the Guild.

Respondent further specifically denies that it at any time, or in any manner, or through or by any person, did engage in, or has engaged in, or is now engaging in, any unfair labor practice or practices within the meaning of Section 8, Subdivision (5), or any other Section or Subdivision of the National Labor Relations Act, or otherwise.

XI.

Answering Paragraph 11 of the complaint, Respondent specifically denies that it has at any time, or in any manner, or through any person, refused to bargain collectively in good faith with the Guild as exclusive representative of all employees in its Editorial Department in respect to rates of pay, or wages, or hours of employment, or other conditions of employment. Respondent specifically denies that at any time, or in any manner, or by any act, or through any person, it did interfere with, or restrain, or coerce, or is now interfering with, or restraining, or coercing, any of its employees in the exercise of any rights guaranteed in Section 7, or any other Section of the National Labor Relations Act, or otherwise, or that by any act, or through any person, or at any time, it did engage in, or is now engaging in, any unfair labor practice or practices within the meaning of Section 8, Subdivision (1), or any other Section or Subdivision of the National Labor Relations Act, or otherwise.

XII.

Answering Paragraph 12 of the complaint, Respondent specifically denies that any act or activity of Respondent, whether occurring in connection with the operations of Respondent alleged in Paragraphs 1 to 4 of the complaint, or otherwise, has or has had a close or intimate or substantial or any other relation to trade, or traffic, or commerce among the several States, or with foreign countries. Respondent further specifically denies that any act of Respondent has at any time led, or now leads, or tends to lead, to any labor dispute or disputes, or that any act of Respondent has at any time led, or now leads, or tends to lead, to any labor dispute burdening or obstructing commerce or the free flow of commerce.

XIII.

Answering Paragraph 13 of the complaint, Respondent specifically denies that the alleged or any other acts of Respondent, enumerated in Paragraphs 6 to 11, or any other Paragraph of the complaint, or otherwise, constitute unfair labor practices in any respect, or that said alleged acts constitute unfair labor practices affecting commerce within the meaning of Section 8, Subdivisions (1) or (3) or (5), or Section 2, Subdivisions (6) or (7), or any other Sections of the National Labor Relations Act, or any other Act, or otherwise.

For a Second, Further, Separate, and Affirmative Defense to the Complaint Herein, Respondent Alleges as Follows:

I.

That on December 15, 1937, the Los Angeles Newspaper Guild, through its Executive Secretary and negotiator, C. H. Garrigues, requested that Respondent's President meet with the negotiating committee of the Guild in an effort to reach an agreement between Respondent and its employees as to wages, hours of labor, and other working conditions in Respondent's Editorial Department. Respondent, through its President, immediately acceded to this request, and thereafter, over a period of several months, Respondent, through its President, or other authorized representatives, met with the representatives of its editorial employees nine times, and otherwise frequently communicated with the Guild representatives, in an effort to reach an agreement as to working conditions. At all times Respondent indicated the greatest willingness to confer with the authorized representatives of its editorial employees for purposes of collective bargaining, and granted every request of these representatives for a meeting at the earliest time such meetings could be conveniently arranged.

II.

That on December 22, 1937, Respondent met with the negotiating committee of the Guild and listened to the latter's proposed collective bargaining con-

tract. On January 4, 1938, Respondent, through its President, Harlan G. Palmer, submitted to the Guild and to its negotiating committee copies of desired changes in the proposed contract. The Guild, on January 11, 1938, through C. H. Garrigues, then requested detailed explanations from Respondent for all counter-proposals made by the latter. This request was at once granted and on January 14, 1938, Respondent again met with the negotiating committee of the Guild and, through its President, Harlan G. Palmer, it stated its contentions. On February 2, 1938, a third meeting was held, similar in nature to the first two. On February 9, 1938, Respondent submitted in writing revised proposals for changes in the Guild's original proposal. Shortly thereafter a fourth meeting was held. At this meeting, Mr. Garrigues agreed to submit a counter-proposal on behalf of the Guild. One month later, on March 9, 1938, after apologies for the delay, the negotiating committee of the Guild furnished Mr. Palmer with a counter-proposal.

On March 14, 1938, Respondent, through its President, informed Mr. Garrigues that Mr. Willis Sargent would thereafter continue the negotiations with the Guild as the authorized representative of Respondent. At the request of the Guild, Mr. Sargent met with the negotiating committee on March 22, 1938, and again on March 25, 1938. Respondent was then informed by the Guild, through a letter from the negotiating committee, that "further discussion of the matter with Mr. Sargent

would be fruitless". Following this letter, and again at the request of the Guild, Respondent, through its President and through Mr. Sargent, met with the negotiating committee for the seventh time on April 6, 1938. At this meeting, Mr. Philip M. Connelly, President of the Los Angeles Newspaper Guild, and a member of the negotiating committee, walked out of the meeting. Following his departure, Respondent suggested that it submit a new proposal in writing. This suggestion was agreed to by Mr. Garrigues as spokesman, and on April 16, 1938, a new draft of a proposed collective bargaining contract for its editorial employees was submitted by Respondent to the Guild. Mr. Connelly, for the negotiating committee, then requested another meeting to make certain changes in the agreement, but did not suggest what changes were to be made. On May 2, 1938, Miss Urcel Daniel, for the negotiating committee, incorporated these changes in a letter to Respondent.

On May 6, 1938, the eighth meeting between Respondent and the negotiating committee was held. On May 9, 1938, Respondent's revised proposals were submitted to the Guild. Through Miss Daniel, the negotiating committee, on May 11, 1938, informed Respondent that the revised proposal was satisfactory with the execution of only one point of difference, which related to compensation for overtime. The negotiating committee thereby found satisfactory, and had previously agreed to, Article II of the proposed agreement, which reads as follows:

"The publisher retains full power and discretion, save as limited or prohibited by law, to employ or dismiss employees, including that to determine competency or to pre-emptorily discharge any employee, and also as to the number to be employed in any department, or as to the duties of each, and may merge, increase, reduce, or eliminate departments and transfer any employee from one department to another without the violation in letter or in spirit of any portion of this agreement."

On May 13, 1938, the ninth and final meeting between Respondent and the negotiating committee of the Guild was held, the last change proposed by the negotiating committee was compromised, and the contract as drawn on May 9th, with the addition of the new compromise change as to overtime, and with the addition of a change as to the hours of the sports and drama editors, was agreed upon. The effective date of the contract was to be May 16, 1938. The Guild, through Mr. Garrigues, stated that the Unit would have to formally approve the contract and that it would have to be sent to New York for approval, which would take about ten days, but that there was no doubt but that it would be approved and could go into effect on the following Monday, May 16th, as agreed.

III.

At this meeting, Respondent, through its authorized representative, Mr. Willis Sargent, informed

the negotiating committee that because of the decline in advertising, Respondent had decided to dismiss three employees in a retrenchment program. Mr. Sargent further offered to state at that time which employees would be dismissed. The negotiating committee, however, through Mr. Garrigues, stated that if such dismissals were made because of retrenchment, they were within the province of Respondent, and that the negotiating committee and the Guild did not care to know which employees would be dismissed. A brief discussion then ensued as to preferential re-hiring if business conditions improved.

At the conclusion of this meeting, Miss Daniel, as Secretary of the Los Angeles Guild, requested Mr. Sargent to have the final copy of the agreement as approved in her hands by Tuesday, May 13th, as the Guild met that night.

The next day, May 14, 1938, in accordance with the terms of the collective bargaining agreement, Respondent posted schedules for the five-day week, which was called for by the agreement. On the same day, dismissal notices were given to Elizabeth Yeaman, Roger Johnson, and Mellier G. Scott, Jr. On May 16, 1938, dismissal notices were given to Karl Schlichter and Helen Blair Thurly. The latter two were not editorial room employees.

On May 16, 1938, the Guild demanded the unconditional reinstatement of Johnson, Scott and Yeaman. This demand for unconditional reinstatement was refused by Respondent, which offered to meet

with the Guild but not to compromise the right to dismiss for other than discriminatory reasons. Later, on May 16, 1938, Respondent conferred with Dr. Towne Nylander, Regional Director of the National Labor Relations Board, at the request of the latter.

IV.

Respondent has at all times made every effort to negotiate with the Guild as the representative of its editorial employees. Respondent met with the negotiating committee no less than nine times and during the course of these meetings acceded to many of the demands of the negotiating committee. At the conclusion of these negotiations, an agreement was reached, one of the terms of which was that Respondent should have the right to dismiss employees.

Upon these facts, Respondent concludes its second affirmative defense by alleging that it has at no time refused to bargain with the representatives of its editorial employees, that such employees as were dismissed were dismissed for cause and in accordance with the terms of the collective contract agreed upon, and that Respondent is under no compulsion to reinstate each or any of these employees.

As a third, further, separate and affirmative defense to the complaint herein, Respondent alleges as follows:

I.

That for some months prior to May 14th the Respondent was confronted with decreased advertising

revenues and increased costs, and deemed it advisable to institute a retrenchment program. Elizabeth Yeaman, Roger Johnson, Mellier G. Scott, Jr., Karl Schlichter and Helen Blair Thurly, and each of them, were dismissed because of and as part of this retrenchment program, and not for any reason having any connection with or relation to the Guild or other labor organization activities or membership of any of said employees. Each of these dismissals was made only after earnest and careful consideration by Respondent of positions in its organization that might be eliminated. Every eligible employee in the editorial department of Respondent was at the time of these dismissals, and had been for some time, a member of the Guild.

Wherefore, Respondent, The Citizen-News Co., sued herein as the Hollywood Citizen-News Company, a corporation, prays that the complaint on file herein be dismissed as to Respondent.

THE CITIZEN-NEWS CO.,
1545 N. Wilcox Avenue,
Hollywood, California.
By HARLAN G. PALMER
President

WILLIAMSON, HOGE, SARGENT & JUDSON
and
JENNINGS & BELCHER
By WILLIS SARGENT
Attorneys for Respondent

State of California,
County of Los Angeles—ss.

Harlan G. Palmer, being by me first duly sworn, deposes and says:

That he is an officer, to wit, the President of The Citizen-News Co., the Respondent in the above entitled action, and that he makes this verification for and on behalf of said company; that he has read the foregoing answer and knows the contents thereof; and that the same is true of his own knowledge, except as to the matters which are therein stated to be without the knowledge of Respondent, and as to those matters that he believes it to be true.

HARLAN G. PALMER

Subscribed and sworn to before me this 1st day of July, 1938.

(Seal) ELSIE W. WYATT

Notary Public in and for the County of Los Angeles, State of California

United States of America

Before the National Labor Relations Board

Twenty-First Region

Case No. XXI-C-701

In the Matter of

THE CITIZEN-NEWS COMPANY,
a corporation

and

LOS ANGELES NEWSPAPER GUILD
heretofore captioned

Case No. XXI-C-701

In the Matter of

THE HOLLYWOOD CITIZEN-NEWS COMPANY, a corporation

and

LOS ANGELES NEWSPAPER GUILD

## INTERMEDIATE REPORT

Upon charges duly made and acting pursuant to proper authority, the National Labor Relations Board, by Towne Nylander, its Regional Director, for the Twenty-First Region, issued its complaint against the Hollywood Citizen-News Company, a corporation, which said complaint and the style or caption of the case was at the hearing upon motion

and without objection amended by substituting in place and stead of "The Hollywood Citizen-News", "The Citizen-News Company", the respondent herein. The complaint and notice of hearing thereon were duly served upon the respondent.

The complaint alleged that respondent had engaged in unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) and Section 8 (1), (3) and (5) of the National Labor Relations Act. The respondent's answer admitted that the Los Angeles Newspaper Guild is now, and has been, the exclusive representative of all employees of the Editorial Department for purposes of collective bargaining with Respondent in respect to rates of pay, or wages, or hours of employment, or other conditions of employment and also admitted other specific facts alleged in the complaint, but denied that it has or has had a close or intimate or substantial or any other relation to trade or traffic, or commerce among the several States, or with foreign countries or that it had engaged in any unfair labor practice.

The undersigned, as duly designated Trial Examiner of the National Labor Relations Board, conducted a hearing from July 5 to July 12, 1938, in Room 452, Pacific Electric Building, Sixth and Main Streets, Los Angeles, California, at which time all parties were afforded an opportunity to participate in the hearing, to call, examine and cross-examine witnesses.

At the opening of the hearing a motion to amend the answer page 12 thereof, lines 28 and 29 to read "Tuesday May 17" instead of "Tuesday May 13" was granted. A motion to amend paragraph 8 of the complaint lines 2 and 3 thereof to read "excluding Mr. Swisher, the managing editor, Mr. Harold Hubbard, the City Editor, and Miss Zuma Palmer, the radio editor" in stead and in place of "exclusive of supervisory employees with authority to hire or discharge" was granted.

It was also stipulated by and between counsel for the Board and counsel for Respondent that the evidence introduced on the question of the Board's jurisdiction and the business of the Company in Case No. XXI-C-606 be made a part of the record herein and that findings of fact be made on such evidence.

At the conclusion of the hearing the parties were afforded a reasonable opportunity to argue orally before the undersigned and were advised by the undersigned that they would be given an opportunity for oral argument before the Board upon request to the Board made within ten (10) days from the receipt of the Intermediate Report. The parties were further advised that they might file briefs with the undersigned within ten (10) days from the close of the hearing. Respondent was the only party to avail itself of the opportunity to argue orally. No briefs were submitted. At the close of the hearing counsel for respondent made

several motions to dismiss the complaint. Ruling was reserved on said motions, which are at this time denied.

Upon the record thus made and from his observation of the witnesses, the undersigned makes, in addition to the above, the following specific findings of fact:

## FINDINGS OF FACT

### I. Respondent

1. The Citizen-News Company is a California corporation. It was incorporated in 1931. Prior to that time there were two news-papers published in Hollywood, California, the Hollywood Citizen and the Hollywood News. The Hollywood Citizen purchased the Hollywood News, taking possession November 1, 1931, and the newspapers became the Hollywood Citizen-News. The Citizen-News Company owns, operates, conducts, manages, publishes and prints the Hollywood Citizen-News which is a daily newspaper, published six days a week. The respondent also owns, prints and publishes the Hollywood Advertiser an advertising publication distributed one day a week without cost from house to house in Hollywood and the adjacent and contiguous communities of Wilshire, Beverly Hills and Westwood. The respondent also owns an interest in, prints and publishes the Hollywood Shopping News, which is published and distributed from house to house on Sundays. It also prints a publication

known as the Daily Variety of which 4000 copies are printed each day on news print furnished by the Daily Variety. It maintains and operates a commercial job printing department. It also prints outside publications including the composition and stereotyping thereof.

2. The president and general manager of the respondent is Harlan G. Palmer, who is also editor of the Hollywood Citizen-News. He was the publisher of the Hollywood News from 1915 to November 1, 1931. He is, and has been, a member of the California Newspaper Publishers Association for a period of twenty years, during which time he has held the honorary title of Counsel advising member on legal matters; but, however, doing no court work. He is chairman of its employer-employees relations committee.

## II. The Organization Involved.

3. The Los Angeles Newspaper Guild organized in September, 1936, is a labor organization admitting to its membership those employed in the commercial, business and editorial department of newspapers. It is known as Chapter No. 69 of the American Newspaper Guild affiliated with the C.I.O. Its jurisdiction includes Los Angeles County and the counties adjacent thereto. The Hollywood Citizen-News unit of the Guild was organized in October, 1936. All employees of the editorial department of the Hollywood Citizen-News, excepting Harold

Swisher, the managing editor; Harold Hubbard, assistant to Swisher, and Zuma Palmer, radio editor, sister of said Harlan G. Palmer, nineteen in number, were members of the Citizen-News unit of the Los Angeles Newspaper Guild, at the commencement of the period of bargaining, December 15, 1937, to which reference is hereinafter made, and up to and including May 17th, 1938.

4. On or about December 15, 1937, a Negotiating Committee, composed of Guild members outside the unit, selected by the Executive Committee of the Los Angeles Newspaper Guild, commenced to bargain collectively with the respondent in respect to rates of pay, wages, hours of employment, and other conditions of employment on behalf of the employees of the Editorial Department of the Citizen-News. These negotiations continued up to May 16, 1938. On the 15th day of May, 1938, a strike vote was had by the unit and a strike called for May 17, 1938. The strike was still in effect at the time of the hearing.

5. The members in good standing of the unit were at one time forty-eight in number. Shortly prior to and at the date of the strike the unit had twenty-five members in good standing, of which nineteen were members of the Editorial Department. Twenty-three of the unit members in good standing went on strike.

## III. The Unfair Labor Practices

A. The Discriminatory Discharges.

6. The complaint alleged that Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman, Karl Schlicter and Helen Blair Thurlby were discharged because they joined and assisted the Guild. During the course of the hearing counsel for the Board moved to dismiss the complaint as to Helen Blair Thurlby, without prejudice. The motion was granted. The following evidence was adduced with respect to the other four alleged to have been discriminatorily discharged.

7. Roger C. Johnson. Johnson went to work for the respondent January 14, 1935. His relations with Harlan G. Palmer over a period of time commencing prior to his employment by respondent were intimate and most friendly. Prior to his employment by respondent he had been the editor of the Southwest Wave, a community newspaper then and now printed by respondent. With $2000.00 loaned to him and one, McKenzie, his then partner, by Harlan G. Palmer, president and general manager of respondent, they purchased the Hancock Press, which after two years unsuccessful operation, was, with Palmer's permission, sold. Although McKenzie never repaid his portion of the loan upon Johnson's paying his portion thereof Palmer discharged him from all, other and further liability. He took an active and prominent part in the movement which had for its purpose the drafting of

Palmer for District Attorney of Los Angeles County in 1936, and in Palmer's campaign for this office in the November election of that year. During this campaign Johnson, at the request of Swisher, managing editor of respondent, made a radio address and on this occasion by prearrangement with Swisher, was introduced as Guild President. In March, 1937, Johnson was confined to a hospital as a result of a broken leg sustained at an outing of respondent's employees. While hospitalized he was visited, among others, by Zuma Palmer, Mrs. Swisher, wife of managing editor, and Thompson, Palmer's secretary, and received many notes from Swisher requesting his early return to work as his services were badly needed. Palmer also offered to assist in paying the hospital bill. The relations between Johnson and Palmer were such that on numerous occasions Johnson was accused of being Palmer's stooge. This close, intimate and personal relationship between Johnson and Palmer, shortly after Palmer's defeat for District Attorney, became on Palmer's part less cordial.

8. Johnson's salary upon entering the employ of respondent was $24.00, and upon discharge $45.00 per week, he having, in the meantime, received several increases in salary. During his period of employment he had no particularly designated position. He was a general reporter. He became known as the political editor of the Hollywood Citizen-News. He was assistant to the San Fer-

nando Valley Editor, a San Fernando Valley edition being published, substituting a page of San Fernando Valley News in place of the regular financial page. He was also a rewrite man; rewriting stories of others and writing stories from information phoned to the office. He interviewed political candidates, covered political meetings, City Council and Board of Education meetings. His duties also required him to attend four luncheon clubs weekly. He also covered Schools and The American Legion.

9. Johnson has been active in the Los Angeles Newspaper Guild since its formation in September, 1936. He was one of the founders of the Guild, one of its first temporary presidents and the first permanent president elected in January, 1937. He has served on Guild Bargaining Committees in negotiations with the Los Angeles Herald-Express, Los Angeles Evening News, and at the time of the hearing he was serving on the committee bargaining with the Huntington Park Signal. He was active in organizing the Citizen-News unit of the Guild in October, 1936.

10. In June, 1936, prior to the organization, he was one of a group of eight editorial employees which presented to Palmer their ideas as to wages and working conditions. Shortly thereafter, Office Gossip, issue of July 14, 1936, a mimeographed sheet published by the management and distributed with the employee's pay checks, notified employees having complaints as to salary or working conditions, to lodge such complaints with Harwood

Young, respondent's business manager, or with their department heads who would take them to Young. This notice also contained the following: "If the employees are dissatisfied, after their complaints have been considered, they should make an immediate and earnest effort to locate jobs elsewhere, for they are not doing themselves justice in working under conditions against which they rebel." Shortly after the election herein referred to, and during the same month, November, 1936, Johnson requested of Swisher a day off to go to San Francisco to see a friend who was departing for Honolulu. "It is not for Guild business, is it?" was Swisher's reply. Although Johnson protested that his request had no connection with Guild affairs, and although he had put in considerable extra and overtime work, for the respondent, one day's pay was deducted. In December, 1936, Young requested of Johnson information as to wage schedules placed in effect with four Los Angeles papers about four months previous. This information was given to Palmer and Young, at which meeting Johnson explained the purposes of the Guild. After leaving the hospital, while riding with Zuma Palmer, he was by her questioned as to whether or not the Guild was necessary to the Citizen-News, in view of Judge Palmer's fairness. At about this time Wynn, Assistant Business Manager, and head of the composing room, frequently questioned Johnson about Guild activities, particularly as to when it would ask for a contract with respondent. Wynn

observed that the Guild was paying too much to economic rather than ethical phases. At about the time of the Annual Guild Convention in St. Louis, Swisher questioned the propriety of the Guild going into the C.I.O. Shortly afterwards Young advised Johnson that he heard he was organizing the Commercial Department. This, Johnson explained, could not be done under existing procedure. At about this time, Young inquired whether Guild membership would prevent a person from holding an executive position. It was about this time, July 1, 1937, that Johnson became a stockholder of respondent, purchasing $300.00 of stock. About July of 1937, Harry Brandon, head of display advertising, talked to Johnson in the Citizen-News office about the Guild, C.I.O., and labor unions in general, and expressed doubt as to the advantage of unions for professional people. Frequently thereafter Brandon expressed similar views. In July, 1937, a conference, at the suggestion of Young, was held in Palmer's office for the purpose of discussing working conditions and wages, at which were present Johnson, Crow, Simonton and Elizabeth Yeaman of the editorial staff, and Palmer and Young for the respondent. During the conference Palmer made reference to the agreement with the business office employees, and attempted to force the committee to disregard Guild procedure and to express themselves on rates of pay, wages, hours, and other conditions of employment. Palmer objected to Guild procedure,

namely, for the unit to instruct the Guild that it desired to bargain collectively and the appointment of negotiators outside the unit by the Executive Committee of the Guild. In October, 1937, Brandon, having been informed that he would not be admitted to Guild membership, requested Johnson's aid in obtaining membership. Shortly thereafter Montrose, who at the date of the hearing was advertising manager, objected to Brandon being denied Guild membership. At about this time the display advertising men, pursuant to Brandon's orders, were required, for the first time, to work on Saturdays. Johnson protested of Brandon's action to Young, explaining that the display advertising men felt that they had been required to work Saturdays because of their Guild activities. Young admitted Brandon's action was hasty, and that he would do his best to correct this situation. Within about four weeks the situation complained of was corrected. The period from December 15, 1936, up to and including May 16, 1938, was taken up with bargaining negotiations between the respondent and Guild negotiators. On May 14, 1938, Johnson was discharged by notice dated that day, the discharge to be effective at the close of that day. The notice of discharge was found by Johnson when he reported for work that morning, and removed the cover from his typewriter. The reason for his discharge stated in the notice was "in line with the reorganization of the Editorial Department." On the following day the unit took a strike vote which resulted in the calling

of a strike for the morning of May 17, 1938. Palmer was advised of the strike vote and requested to unconditionally reinstate the discharged member of the Editorial Staff, namely, Johnson, Scott and Elizabeth Yeaman. The request for reinstatment was refused. On May 17, 1938, the strike became effective. Johnson has not obtained other work since his discharge.

11. The contention of respondent was that Johnson was discharged because Palmer "deemed it advisable" to retrench; that the retrenchment plan decided upon by him required the discharge of one of the three general reporters, Simonton, Calkins or Johnson; that since Simonton was the best reporter of the three, and Calkins had in addition to the qualifications possessed by Johnson, that of being an acceptable photographer and a capable deskman; they, Simonton and Calkins, were to be retained and Johnson discharged. Shortly subsequent to the commencement of the bargaining negotiations and during the early part thereof, Palmer had intimated the possibility or probability of retrenchment and later stated that "we are facing retrenchment." In reaching his decision that retrenchment was deemed advisable, Palmer considered the lineage figures of the Citizen-News, the bookkeeper's figures on profit or loss on the Citizen-News and the fact that he generally knew that expenses were up.

12. The advertising lineage of the Citizen-News for March, 1938, has decreased about 15½% below

March, 1937, and for April, 1938 about 12½% below April, 1937. The classified advertising revenue of the Citizen-News reached its highest point in the first six months of 1937.

13. The profit or loss of the Citizen-News for the first five months of 1938 and of 1937, was as follows: January, 1938, loss $1251.00; January, 1937, profit, $2450.00; February, 1938, profit, $849.99, February, 1937, profit, $3114.00; March, 1938, loss $1437.00, March, 1937, profit, $6974.00; April, 1938, profit, $941.00, April, 1937, profit, $8954.00; May, 1938, loss $917.00, and May, 1937, profit, $5577.00, the first five months of 1938 showing a loss of $1814.00, as compared to a profit of $27,069.00 for a like period in 1937.

14. The price of newsprint had gone up about 17% about January, 1938. At about this time respondent raised its subscription and advertising rates. Expenses had increased since July, 1937, due to increased labor costs, old age pensions and unemployment insurance; but, there was no testimony offered as to the amount of the increased cost.

15. The fact that the respondent was a party to a controversy then pending before the National Labor Relations Board, the cost of which Palmer estimated would be $10,000.00, was also a factor considered in concluding that retrenchment was advisable.

16. At no time during any of the meetings between the respondent and the Guild Negotiating Committee, at all of which meetings a considerable

number of unit members were at all times in attendance, nor at any other time, did the respondent advise or make any explanation of the circumstances or facts relating to respondent's business necessitating or making advisable a retrenchment program except a general statement that advertising was off and expenses up.

17. The respondent, in editorials prepared by Palmer, contended that it had "the fundamental right to engage whatever employee it chooses for editorial room work" (Editorial of May 17, 1938) and "inasmuch as he must be responsible for meeting the payroll he should have the right to regulate the size of his staff and to determine who should prepare the newspaper's reading matter, for which he is also responsible". (Editorial of June 9, 1938).

18. At the close of the meeting of May 13, 1938, between the Guild Negotiating committee and respondent, it was announced by respondent's attorney that three employees would be discharged and an offer was made to disclose their names. This offer was not accepted. During prior meetings with the negotiators, Palmer had plainly indicated the two employees in particular would have to go if he acceded to the Guild's demands, namely, Stanley Speer and Alex Swan. Sometime before this meeting with the negotiators, he also had been advised that Mae Hobart, an employee of the editorial department of the Citizen-News, was resigning as of July 1, 1938.

19. The respondent further contended that the newspaper was out of balance in that reading matter of the Citizen-News was disproportionate to its advertising. On or about March 1, 1938, Palmer restricted the size of the newspaper by reducing the amount of reading matter. A considerable portion of the reading matter eliminated had been previously prepared by Johnson. There was no proof adduced that there was ever any substantial difference as to the ratio existing between reading and advertising matter, at any time prior to restriction herein referred to.

20. Respondent also contended that the choice of retaining Calkins in preference to Johnson was predicative of a five-day week, in that Calkins would take over the photographic assignments on the photographer's day off. The five-day week schedule posted by the management on May 15, 1938, did not so provide.

21. Mellier J. Scott, Jr. Scott entered the employ of the Citizen-News July 17, 1935, at an initial salary of $16.00 per week on a temporary basis to investigate certain phases of the County Government. His prior newspaper experience was a six months apprenticeship with the City News Service. Subsequently he began to investigate certain phases of the City Government. During this period, which lasted five months, he sent in daily letters. He was then requested by Palmer to spend part of his time in the office and commenced writing daily editorials. About six months later he was writing a daily edi-

torial column. During the 1936 political campaign he interviewed candidates, and also represented Palmer at luncheons and dinners. About May, 1937, he took over the editorship of the Town Meeting Column (letters from readers). Palmer instructed Scott in the writing of editorials. The writing of editorials had been done practically exclusively by Palmer. During the year 1936, when Palmer was in a sanitarium at Glendale, and later at Santa Barbara, Scott wrote the editorials. Later, while Palmer was in Florida for a period of ten days, Scott wrote several editorials. During the course of his employment he received several increases in salary, and at the time of his discharge was receiving $40.00 per week.

22. Scott was not asked to join the Citizen-News unit of the Guild immediately and did not join until about the unit's third meeting, late in 1936. Scott was active in Guild matters, serving of the Guild and unit nominating committees and made several addresses relating to the Guild.

23. A. A few days later Scott, during luncheon with Palmer, told him he had joined the Guild. Before this Palmer occasionally asked Scott to lunch; but, after this incident, he did not. Prior to this incident Scott frequently was present when business of a personal or confidential nature was being considered by Palmer, Young and Swisher; but, after he was not. During his editorial work Scott, on many occasions, discussed labor relations in general with Palmer, but never as between

Palmer and his employees; in March, 1938, Scott's request for a two month leave of absence was denied, and he was advised by Palmer that in any event there was no assurance he would have a job at the end of two months. The circumstances of Scott's discharge were similar to those relating to the discharge of Johnson.

24. The contention of the respondent was that he "DEEMED IT ADVISABLE" to retrench and that the retrenchment program decided upon by him after a study of the five-day week required the elimination of three from the editorial staff, one of whom was Mel Scott, a member of Palmer's immediate staff. Respondent's contentions as to retrenchments have been heretofore discussed. As to the five-day week, there is no testimony to evidence in what way, if any, Scott was affected.

25. Elizabeth Yeaman. Miss Yeaman entered the employ of the Hollywood News on September 13, 1929. Her prior newspaper experience was as follows: While attending the Pulitzer School of Journalism she had occasionally sold feature articles to the Sunday World (N. Y.) and syndicated a series of articles on a new drug cure with the North American Newspaper Alliance. After her graduation she became city editor of the Fur Trade Review Weekly (N. Y.), and held this position eight months. Shortly thereafter she came to Los Angeles, and obtained employment in the classified advertising department of the Los Angeles Express.

26. She was first employed by the Hollywood News as assistant Society-Editor and then as Society Editor at $25.00 per week. During March or April of the following year she became drama editor at $27.50 per week, which position she held until sometime about July, 1937. During her employment by respondent she received several salary increases, and at the time of her discharge was receiving $45.00 per week. While drama editor she specialized on a motion picture column, particularly the Saturday column in which she attempted to review and list developments, trends and significances in the motion picture industry that were covered by no other writers, avoiding the usual movie-gossip. Until June, 1936, her relations with Palmer were friendly, happy and pleasant, and in him she had utmost confidence, being accustomed to discuss with him all problems arising in connection with her work. During this period her work was criticized but once. After the July 4th, 1936, issue of Office Gossip, containing the notice hereinbefore referred to in paragraph 10, she did not call upon Palmer as she previously had since she and other employees of the editorial department felt that free access to Palmer had been cut off.

27. Miss Yeaman became a member of the Guild in 1936, and the Secretary of the unit upon its organization, holding that office at the time of the hearing. A number of the unit meetings were held at her home. In December, 1936, advised by Fisher, in the advertising department, that Brandon, upon

Fisher's suggestion that a motion picture supplement be published, had stated that she would block everything attempted by the advertising department with the studios. Miss Yeaman, assisted by Fisher and Badovinac (theater advertising salesman), supervised the publication of a 32 page Academy Awards Edition, which was published first prior to the annual awards in the motion picture industry made by the Academy of Motion Picture Arts and Sciences. This was the first time respondent had received any advertising from the motion picture studios, and resulted in the respondent being placed on the studios' annual advertising budget. In discussing this matter with Young she asked him to at least give her collaborators a word of encouragement. She called Young's attention to the paragraph in the Office Gossip of July 4, 1936, and explained that since its publication she did not feel free to call on Palmer. Young advised that he suggested to Palmer the matter complained of because certain persons were disrupting the personnel. Miss Yeaman stated to Young that it would have been better to take the matter up personally than to make each and every loyal employee feel that it was intended for him. A few days after the meeting held in June, 1937, attended by James Francis Crow, then assistant to Miss Yeaman, a committee representing the editorial department, and Palmer and Young, representing the management for the purpose of discussing an agreement on rates of pay, wages, hours, and other working conditions, herein-

before referred to in paragraph 10, Miss Yeaman was called into Swisher's private office and by him notified that James Francis Crow had been made head of the drama department. Miss Yeaman stated that Crow made up the page, edited the copy and wrote the heads, all technically the work of a drama editor, and if Crow wanted the title and Swisher felt he should have it, it was perfectly all right with her. Swisher stated that there was to be no announcement of the change and that her duties and those of Crow would remain the same. On the following day, an appointment having been made with Palmer, she asked Palmer whether he considered that she had been demoted. His reply was "Elizabeth, I don't care what you think." Upon being questioned as to why Crow had been notified several days before Miss Yeaman had been, Palmer became enraged. When asked whether or not the manner in which the change was made had not for its purpose the arousing of suspicion between Crow and Miss Yeaman, fomenting of discord in the editorial department, thereby breaking the Guild, Palmer became quite calm and said, "Elizabeth, you mean you think perhaps you could break the Guild?" Upon receiving an answer in the negative Palmer launched an attack of cursing directed at Miss Yeaman. Upon being chided as to his bravery, as a man and employer, in cursing Miss Yeaman, he launched into another attack of cursing. As Miss Yeaman was departing Palmer advised her to feel perfectly free to accept any other offer of employment or to re-

main as long as she liked. Miss Yeaman was discharged on May 14, 1938, and the circumstances relating to her discharge were similar to those in the cases of Johnson and Scott.

28. The respondent's contention is that Palmer "deemed it advisable" to retrench and the retrenchment program decided upon required the dismissal of three editorial employees; that Miss Yeaman could be better spared than Crow; that the work she had been doing relative to motion pictures would be cared for by such motion picture production news as came in by mail; two other columns which were in the paper, Skolsky of the King's Feature Syndicate and Ed Sullivan of the New York Daily News Syndicate, copies of which were left with respondent as written. These were not the same type of columns as that conducted by Miss Yeaman, but were related to the motion picture industry. Respondent's contention as to retrenchment has been heretofore discussed.

29. The restrictions upon reading matter referred to in paragraph 19 resulted in the drama department being required to run short reviews. The actual space used by this department remained about the same. The wire stories were used without any cutting and sometimes news stories were used to fill in the space; but, in any event, the reviews remained short, irrespective of the importance of the review. The work of the department was increased as a result of the restriction on reading matter.

30. Karl Von Vetler Schlichter. Schlichter was first employed by the Citizen-News in 1934, at which time he made a market survey through the University of Southern California. In March, 1936, Young offered him the position of commercial researcher and promotion manager on the newspaper. At the time the offer was made Schlichter was employed and had a civil service rating. He advised Young of this and the fact that he had considerable security, presumably for the rest of his life. Young stated that the respondent was not the type of an organization that fired satisfactory people. Young suggested that Schlichter secure a six months leave of absence and come to work for the Citizen, and if at the end of that time his services were satisfactory and he was satisfied, he could consider his position as secure as that under civil service. He entered the employ of the Citizen-News at a salary of $35.00 per week, and at the time of his discharge was receiving $42.50. His work with the newspaper was largely investigational and statistical, gathering market information as to certain products, breaking it down and presenting it in a readily understandable form to promote advertising in the Citizen-News. His work was equally divided between research and promotion. This type of work he had been doing since his second year in college, and prior and subsequent to graduation had done the same type of work for two other newspapers.

31. For one and one-half years prior to his discharge he had been engaged in preparing market

facts relating to Hollywood. These figures had never been previously available since the census of business of Los Angeles had never been broken down to show a census of Hollywood business. Just before his discharge the Federal Government had prepared a breakdown of the last three censuses of business. At the time of his discharge he was engaged in breaking down these figures for promotional advertising. During the strike, while he was in the picket line, the classified advertising manager requested him to solve a problem in commercial statistics, stating that there was no one then with the newspaper who could do it. Schlichter became a member of the Guild in June, 1937, in point of time being the second of his department to join. Shortly thereafter, the manager of the classified advertising department, in conversation stated that the editorial workers were making a serious mistake in attempting to get higher wages and further stated, "the Judge will never sign a union contract." Schlichter was required to attend meetings of the display salesmen nearly every morning. Harry Brandon, respondent's advertising manager, presided at these meetings. On several occasions Brandon discussed unions during the entire meeting. On one occasion he stated that "the white collar workers like us are going to get ourselves some guns and go out and shoot the union bastards." On another occasion he stated that the men were not working hard enough, that in the old days newspaper men worked 12 and 16 hours a day and "now

all they want to do is put in eight hours and watch the clock." For this he blamed the Guild. In one meeting Montrose, during a discussion of the demands to be made by the display advertising employees of the respondent, moved that the management give Brandon the right to hire and fire. Montrose was one of the two Guild members in good standing who did not go on strike. At the date of the hearing he was acting as manager of the advertising department. He had joined the Guild, according to his statement, because he believed Palmer would some day be a friend of the Guild. It was shortly thereafter that Brandon's application for Guild membership was rejected. After the vote was had rejecting this application Montrose, who had spoken at great length favoring acceptance thereof, stated, "* * * you are going to be sorry that you didn't accept him." A few days later at a sales meeting Brandon said "You fellows certainly have tried to screw me up." At another meeting shortly subsequent Brandon said "You fellows aren't working hard enough. You are thinking too much of unions, and you are not doing your work." In November or December of 1937, in discussing the Guild with Schlichter and an employee of one of the Hearst papers, Brandon, referring to the settlement of the Guild dispute in the East, stated that he would be ashamed to belong to any organization that had settled a dispute in a way that resulted in the lowering of some salaries of the employees of the paper. After the departure of the other person

Brandon advised Schlichter that the Citizen-News editorial workers were not worth greater salaries than they were getting, and that they couldn't hold a job on any other Metropolitan paper. That since they had been told that if they didn't like conditions they could get jobs elsewhere; but continued to work for the Citizen-News, he, Brandon, felt that they were satisfied. In late October, 1937, Brandon, while discussing unions at a meeting of the advertising department held in Palmer's office, stated the men were not working hard enough and would have to think more of their work, and announced that thereafter they would have to work on Saturday mornings. When objection was made to this announcement on the ground that there was not much to do on Saturday morning as advertising could not be sold on that morning, Brandon replied "Come Saturday mornings and sit at your desk, keep working at your desk, and smell your own feet stink." This Saturday work lasted but three or four Saturdays. Two or three weeks before his discharge Schlichter was in Young's office discussing his work. On this occasion Young stated that business was very poor, which was not being considered by the Guild in negotiating the contract; that the Guild negotiators were not interested in getting a contract but only in prolonging discussions to get more money; that severance pay was no protection to workers since it forced the management into a schedule of firing; that a progressive wage scale was no protection since the management could obtain people to work year

in and year out for approximately the same salary; that the management had no reason to give higher wages; that two people would have to go, one of whom was Speer, giving as a reason that they couldn't let him progress because of a defect of speech and inability to do the work. Brandon phoned on Saturday, May 14th, asking Schlichter to come to his office. As Schlichter was not at work that day it was arranged that he call at Brandon's office Monday morning, May 16th, at 7:30 A. M., at which time he was discharged. Schlichter has not obtained any other work since the date of his discharge.

32. The contention of the respondent that there was a surplus of help in the business department; that Schlichter's work was a lesser job, primarily for national advertising which was off 40%, and that therefore his position could be eliminated. The further reason was given that in years previous respondent had operated without an employee doing work such as was done by Schlichter. On or about April 1, 1938, Palmer informed Young that he thought it advisable that he reduce the business staff. On the 14th day of May Young recommended the discharge of Schlichter.

33. As previously set forth, Schlichter, at the time of his discharge, was actually engaged in the final phases of an important research task upon which he had been working since his employment, and, after his discharge, while in the strike picket line had been asked by the classified advertising

manager to solve a problem in commercial statistics.

34. Respondent offered no testimony other than that of Palmer. There was no denial of any of the foregoing acts or statements done or made by any of respondent's management.

35. That said Roger C. Johnson, Mellier J. Scott, Jr., and Elizabeth Yeaman were discharged by respondent on May 14, 1938, through its officers, agents and servants; namely, Harlan G. Palmer, Harwood Young, Harold Swisher and Harry Brandon, and the said Karl Von Velter Schlichter was discharged on May 16, 1938, by respondent through its officers, agents and servants, namely, Harlan G. Palmer, Harwood Young and Harry Brandon, and all the said persons have been refused employment by said respondent for the reason that said Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman and Karl Von Velter Schlichter joined and assisted a labor organization known as Los Angeles Newspaper Guild and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection.

36. By said discharge and refusal to employ said Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman, and Karl Von Velter Schlichter, respondent has discriminated and is discriminating in regard to hire and tenure of employment guaranteed in Section 7 of the National Labor Relations Act.

37. By said discharge and refusal to employ Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth

Yeaman and Karl Von Velter Schlichter, respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act.

38. By said discharge and refusal to employ Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman and Karl Von Velter Schlichter, respondent has discouraged membership in the labor organization known as Los Angeles Newspaper Guild.

B. Interference, Restraint and Coercion.

In addition to the several acts of interference, restraint and coercion hereinbefore set forth in paragraphs 10, 23, 27 and 31, the undersigned makes the following additional findings of fact:

39. In the early part of 1937, shortly after the employees of the advertising and business departments had become eligible for membership in the Guild and some had joined the Guild, the respondent attempted to negotiate an agreement with the employees of the classified advertising department as to rates of pay, wages, hours of employment and other conditions of employment. The respondent was represented by Tobin, head of the department and Young, its business manager. Upon refusal to sign the agreement the employees were advised that if the management felt it necessary to cut salaries that department would be the first to suffer.

40. In December, 1937, Zuma Palmer, radio editor, sister of Harlan G. Palmer, and excluded

from unit membership by reason of this relationship, requested Helen Ewing of the respondent's editorial staff and not at that time a Guild member, not to join the Guild without first talking to Harlan G. Palmer, stating that it was very ungrateful of any editorial employee to join the Guild.

41. In January, 1937, after the said Helen Ewing had joined the Guild the said Zuma Palmer expressed her anger towards the said Helen Ewing for joining the Guild without first having consulted Harlan G. Palmer.

42. On May 16, 1937, the said Zuma Palmer advised the said Helen Ewing to turn in her Guild card and go to Swisher and get her job back since two had already asked for their jobs back.

43. Shortly before June 21, 1937, said Zuma Palmer stated to Wesselman, photographer and a member of the editorial staff, who was not then a member of the Guild, that she resented Johnson's Guild activities as being disloyal to Palmer and a violation of Palmer's faith in Johnson whom he had helped materially.

44. Sometime prior to the time Swan, an employee of respondent's editorial department, became a Guild member (December, 1937) the said Zuma Palmer did "remind" the said Swan of how fair Palmer had been and stated that it was ungrateful of the employees to start a Guild or join it.

45. On the day before the strike became effective, May 16, 1938, Harwood Young, respondent's busi-

ness manager, advised the said Wesselman that the editorial employees had received bad advice from the negotiators that the employees had been sold down the river and that the signed contract between the Guild and respondent was in the mails.

46. On the day before the strike became effective, May 16, 1938, the said Young advised the said Wesselman that the discharges were made before the contract had gone in force to notify the Guild just what was to take place.

47. Cross, who took over the said Wesselman's duties, was employed about a week before the strike to take pictures on an assignment basis, which pictures Wesselman developed.

48. On several occasions, Young, in discussions with Crow, who had become respondent's drama editor under circumstances heretofore related, objected to the Guild's use of outside negotiators and criticized the Guild for not being more concerned with ethics and less concerned with wages.

49. On or about December 1, 1937, Swisher, on several occasions while Reuter, Lindsay and Watts, copy readers employed by respondent and members of the Guild, were engaged in handling strike news, remarked that the C. I. O. had gone too far and at the time the remarks were made he knew the three aforementioned copy readers were members of the Guild and that the Guild was a C. I. O. affiliate.

50. As early as April, 1938, Swisher intimated to one Harry Reynolds, an applicant for a position

with respondent, that there was a possibility of a strike, intimating that the Guild was dictating whom the management should hire.

51. Harold Hubbard, respondent's city editor, on the day before the strike, asked Minishian, head of respondent's art department, whether or not he had a friend that wanted an art job, meaning thereby Minishian's job, and this query was made before Minishian had indicated to any one whether or not he was going on strike.

52. Horace Turner, head of respondent's job printing department, in January, 1938, stated that if Johnson did not watch his step his Guild activities would jeopardize his job.

53. On May 16, 1938, Harry Brandon advised Patricia Killoran, referred to as fashion editor, a Guild member, that he was discharging Helen Blair Thurlby, a Guild member, her assistant, although there was no fault with her work. Patricia Killoran objected to the discharge for the reasons that she could not do the work alone and that she and Helen Blair Thurlby had considerable overtime, 40 hours in the case of Killoran and Thurlby had $40.00 due her as wages for the week, although her pay based on a 40 hour week was but $26.00. Brandon stated discharge was due to "Guild Stuff".

54. Brandon, after the strike was called, advised the said Killoran and Blair that if they were smart they would get out of the Guild.

55. Brandon, in the fall of 1937, issued a secret order to the advertising department employees, to

the effect that no advertising or publicity copy was "to go upstairs" after 6 P. M. The night shift "upstairs" were all union members.

56. Montrose, while strike was in effect, argued with pickets in the presence of a unit member, Calkins, that the strike was an "outlaw strike."

57. Swisher, on numerous occasions, during the period of negotiations, and while being driven to work by Alexander Swan, told Swan, employed as a reporter-librarian, and a Guild member, that if negotiations continued he would be negotiated out of a job.

58. Palmer, at one of the negotiating meetings, stated that although he liked the incumbent (Swan) of the position of librarian, he was not worth the top minimum.

59. During several of the negotiating meetings, between respondent and the Guild negotiators, Palmer attempted to establish or at least to cause considerable discussion of sub-marginal classifications and top minima wages therefor, when as a matter of fact those occupying such positions were receiving more than the proposed minima wages, thereby indicating to the editorial employees occupying such position that wage reductions might result from continuance of negotiations.

60. During several of the negotiating meetings, Palmer attempted to establish or at least cause considerable discussion of a wage differential between men and women reporters of more than three years experience, thereby indicating to the

women editorial employees of respondent that as a result of the continuance of negotiations or change from the then established arrangement dismissals of women would be made.

61. During one of said negotiating meetings Palmer stated that respondent intended to do away with police reporting and substitute therefor the City News Service, meaning thereby that Calkins, who did the police reporting and who was a most active Guild member, might be dismissed if negotiations continued or the then existing arrangement was disturbed.

62. There is no denial of any of the acts set forth in paragraphs 39 to 61 inclusive. Explanation of matters set forth in paragraphs 59, 60 and 61 was offered that such matters were proper discussion of possibilities likely to arise if Guild proposals were adopted. Dismissals did result but were not within the possibilities discussed.

63. By the activities hereinabove described, the respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

64. By said activities respondent has discouraged membership in a labor organization known as Los Angeles Newspaper Guild.

C. The Refusal to Bargain Collectively in Good Faith With the Los Angeles Newspaper Guild.

1. Collective Bargaining prior to negotiations with the Guild.

65. In June, 1936, prior to the organization of the Guild and the Citizen-News unit thereof, a petition was circulated among seven or eight of the Editorial Department of the Citizen-News, of whom, among others, were Roger Johnson and Elizabeth Yeaman, setting forth among other things the belief of the petitioners that they were underpaid. This petition was submitted to Harlan G. Palmer. Subsequently, and pursuant to a posted notice, the members of the Editorial Department called individually upon Palmer to discuss their problems; but, however, during these conferences with Palmer, there was no discussion of wages and hours. Shortly afterwards, there appeared in Office Gossip, the July 4, 1936, issue, the mimeograph sheet published by the management and distributed to employees with their pay checks, a notice to employees hereinbefore referred to in paragraph 10. All matters of rates of pay, wages, hours of employment, or other conditions of employment relating to respondent's editorial employees, were treated as personal and individual during this period.

2. The appropriate unit.

66. The respondent admits and it is the fact that the Los Angeles Newspaper Guild is now, and has been, the exclusive representative of all employees of its Editorial Department for the purpose of collective bargaining.

3. Negotiations with the Guild.

67. The complaint alleges that the respondent did, on or about December 1, 1937, refuse, and

at all times since said date has, and does now, refuse to bargain collectively in good faith with the Guild as exclusive representatives of all employees of the Editorial Department of the Hollywood Citizen-News.

68. The negotiations between respondent and the Guild were initiated on December 15, 1937, by letter of that date, addressed to Judge Harlan G. Palmer, publisher, by the Guild, and signed by its Executive Secretary, C. H. Garrigues. This letter suggested that the Guild negotiators meet with Palmer on December 17, 1937. Palmer's reply of December 16th suggested December 22nd for the meeting, which date was accepted by the Guild.

69. The negotiations on the part of the Guild were conducted by a committee of Guild members, none of whom were unit members, selected by the Executive Committee of the Guild. During the period of negotiations there were numerous meetings. In addition to the meetings held on December 22, 1937, January 14, about February 10, March 22, March 25, April 6, May 6, May 13 and May 16 1938, there were several meetings held prior to March 14, 1938, the dates of which cannot be fixed. All the negotiators were not at all times present at the meetings. C. H. Garrigues and Philip M. Connelly, of the committee, were most active throughout the negotiations. During the early period William Oliver was quite active and during the later period Ureel Daniel. Harlan G. Palmer attended and actively participated in all meetings

as a representative of the respondent, except the meetings of March 22 and 25, 1938. Willis Sargent, respondent's attorney, first appeared at the March 22, 1938, meeting. Young, respondent's business manager, attended all meetings, excepting that of May 16, 1938. Swisher, respondent's managing editor, attended a greater portion of the later meetings. At all the meetings, excepting that of May 16, 1938, there were a considerable number of unit members present.

4. Meeting of December 22, 1937.

70. At this meeting the Guild was represented by C. H. Garrigues, William Oliver, Charles Wathey, members of its negotiating committee, and during the latter part of the meeting they were joined by Philip M. Connelly. The respondent was represented by Palmer and Young. The Guild negotiators presented a proposed agreement for the consideration of the respondent. This agreement was read paragraph by paragraph, and after each paragraph there was a discussion between the negotiators and the respondent's representatives. Article II of the agreement proposed the Guild Shop, that is, requirement of Guild membership for employment in the Editorial Department. When this paragraph was read Palmer said "There will be no Guild shop, we might as well get that settled right now." There was some discussion as to whether Palmer would continue to negotiate for the respondent or employ an outside negotiator. Palmer was asked by Oliver "would a representative have

authority to grant the Guild Shop if we are able to convince them that it is a good thing?" Palmer replied "I would not hire a representative who believed in the Guild Shop." Palmer did not intend to negotiate an agreement. He also stated that he would listen to what the negotiators had to say but when it got down to "bickering" he would have someone else do that. He termed the discussion of the points at issue "bickering." He referred to the proposed agreement as a dishonest document, stating that the proposals and requests were in excess of those which the staff wanted or expected to get, and that he could not give an honest answer as the proposal was dishonest. The Guild representatives attempted to fix an early date for the second meeting. Palmer was hesitant in fixing the time for the next meeting, stating that he was busy with his semi-annual adjustments and therefore uncertain as to when he would have available time. The Guild negotiators pointed out that it was their desire to conclude negotiations as to salary so as to have adjustments made effective as of the first of the year, the time of the respondent's semi-annual salary adjustments. Palmer would not definitely set the time for the next meeting, stating he would communicate with the Guild through the mail. By letter dated January 4th, there were transmitted to the Guild duplicate copies of changes that the respondent contended should be made in the contract previously submitted and discussed. By letter dated

January 11th, addressed to Palmer, setting forth that the Editorial Department members of the Guild could not understand the attitude of the management on points involved, the Guild requested an early meeting with Palmer to inquire into the counter-proposals of the management. A meeting was arranged for January 14 at 5 P. M.

5. Meeting of January 14, 1938.

71. This meeting was held in Palmer's office, Garrigues, O'Connor, Oliver and Connelly represented the Guild and Palmer and Young the respondent. The respondent's counter-proposal was discussed. The original proposal of the Guild contained a clause to the effect that the Guild was the exclusive bargaining agency for the Editorial employees. Although this had been previously acceptable to the respondent it was eliminated in the counter-proposal. The Guild Shop clause was also eliminated. The classification of employees was changed so that two heretofore considered by the Guild to be employees of the Editorial Department were not subject to the negotiations. The wage scale set up in the counter-proposal was considerable lower and a top-minimum salary for women reporters of more than three years experience was fixed at $35.00, a figure lower than that established for men. The provisions as to severance pay benefits and liquidation of overtime differed considerably. Sub-marginal classifications were proposed; that is, if a member of the staff were doing, for example,

general reporting, and was acting as librarian, he would be classed as a librarian and placed in the lower pay bracket applicable thereto.

The question of Guild Shop was not discussed due to Palmer's attitude expressed at the first meeting. The negotiators presented for the respondent's consideration the alternative of the Guild Shop, or high severance pay. Palmer ruled out all discussion of the Guild Shop. His attitude as to severance pay was that he would be required to set up a fund which could not be permitted to accumulate beyond a certain level and that when this level was reached employees would have to be discharged. He stated that severance pay would make respondent a "firing organization" and give the employees the opposite of security. Severance pay, however, had been put in effect by respondent as early as July, 1937. Patricia Killoran and Helen Blair Thurlby, who had heretofore been considered members of the editorial staff by the unit, were excluded from the operation of any agreement by classifications set forth in the counter-proposal. Palmer brusquely remarked that they were not under the contract and if they didn't know it they should find out. Killoran did publicity work and was referred to as fashion editor, writing special news stories for the advertising department. Palmer stated that women reporters were less versatile than men and unless there was a salary difference it would not be feasible to keep women reporters. There was also discussion of the question

of overtime and 5-day forty hour week. Palmer contended that the Citizen-News was not of sufficient size to permit a 5-day forty hour week, since it would be impossible to arrange schedules. Upon being advised that the 5-day week was to increase employment and that by the adoption thereof he could reasonably expect to employ additional help, Palmer stated there would be no 5-day week if it meant employing additional people. The original proposal contained a provision: "There shall be no reduction in pay of any employee and no reduction of personnel as the result of this agreement or of the negotiations which led to its execution." This was eliminated in the counter-proposal.

6. Meetings during period January 14 to March 22, 1938.

72. Between the period of January 14th and March 22, 1938, there were several meetings of the negotiators and respondent's representatives, Palmer and Young, the exact dates of which can not be fixed. At about this time Crow had a discussion with Swisher with reference to Guild Shop, and its meaning, and upon being informed by Swisher that he favored a Guild Shop it was determined by the unit members, in view of Swisher's attitude, to reopen the question of Guild Shop. At the next meeting of negotiators and respondent's representatives, the subject of Guild Shop was again brought up for discussion. Palmer reiterated his previous stand that there would be no Guild Shop. He further

stated that if he accepted the Guild Shop he would have to run a mast head in the Citizen-News, advising the readers thereof to beware, since the news was written by newspaper guild members. By a letter dated February 9th, the respondent submitted to the Guild a counter-proposal which was directed to the original proposal made by the Guild. This counter-proposal eliminated the Guild as a bargaining agent and the Guild Shop, set up sub-marginal classifications, a differential in salary against the women reporters, rejected the 5-day week, and accepted in part the Guild's proposals as to overtime and severance indemnity. The provision relating to "no reduction in personnel" was also rejected. On the 23rd of February, 1938, the Guild addressed a letter to Palmer, apologizing for failure to send the outline of the Guild's then position which had been promised at the last meeting, explaining that the negotiating committee could not give the Hollywood Citizen-News negotiations the attentions which they deserved. This letter also advised that the unit had met and considered the issues involved, and that as soon as the decisions referred to could be digested they would be forwarded to Palmer. By letter dated March 9, 1938, addressed to Harlan G. Palmer, general manager of Hollywood Citizen-News, the Guild set forth its then position as to the various issues involved in the negotiations. The issues discussed in the letter were Guild Shop severance pay, 5-day week, overtime, and wages, clas-

sifications of employees and mileage. The Guild and the respondent were substantially in accord as to severance pay and overtime, the Guild offering to accept the severance pay clause proposed by respondent to expedite negotiations. By letter dated March 14, 1938, Palmer notified the Guild that he had retained Willis Sargent to represent the respondents, in an effort to complete a contract with the Guild, also advising the Guild that he had instructed Sargent to arrange with them for a conference. On March 19th, the Guild, by letter addressed to Palmer, requested a meeting for March 22nd. This letter also contained a request from the Guild that Sargent have no communications with any Guild representatives except in the presence of the Guild negotiating committee, the unit observers and the executives of the Citizen-News.

7. Meetings of March 22 and March 25, 1938.

73. At these two meetings the respondent was represented by Sargent, Young and Swisher. Palmer was not present. The Guild was represented by Garrigues, Connelly and Miss Daniel. The Guild negotiators at the first meeting at which Sargent appeared, questioned him at considerable length as to his authority to negotiate, and it appeared that Sargent did not have full*y* authority. Sargent insisted upon discussing each and every issue presented by the original Guild proposal. This procedure was objected to by the Guild negotiators since as to certain issues they had reached an agreement

with Palmer, one of these issues being severance pay, which agreement was repudiated by Sargent. The negotiators explained to Sargent that they were under instructions not to communicate with him outside the negotiation meetings. Some time previous Sargent had acted for the management of the Glendale News Press in its controversy with the Guild, out of which situation there had arisen considerable feeling of bitterness and animosity, Sargent's frequently referred to the Glendale News-Press controversy thereby aggravating the feeling of bitterness and animosity. This first meeting apparently resulted in nothing but a general discussion of the whole situation which had been apparently reopened by Sargent.

74. At the second meeting with Sargent, May 25, 1938, the various paragraphs of the Guild's proposals were taken up, item by item, the Guild negotiators attempting to get acceptance or rejection from Sargent, who generally stated that he would have to refer the matter to Palmer.

75. On the 25th of March the Guild addressed a letter to Judge Harlan G. Palmer, expressing a sincere belief that further discussion with Sargent would be fruitless, and expressed the hope that personal conference with Palmer would result in a satisfactory adjustment of all differences. By letter dated March 28th Palmer advised the Guild that he would communicate with it within a few days, and on April 2nd telegraphed Garrigues sug-

gesting a meeting for the 5th, which meeting, as finally arranged, was held on the 6th.

8. Meeting of April 6, 1938.

76. At this meeting the management was represented by Sargent, Young and Swisher, the Guild by Garrigues, Connelly and Miss Daniel. At this meeting there was a general discussion as to the various issues involved, and particularly as to the classifications of employees. The Guild's contention was that those employed in the sub-marginal group were receiving pay in excess of the top minimum proposed by respondent, and would as a result of adopting respondent's proposal, be eliminated. Palmer's contention was that if the sub-marginal classification came out it would result in firing the least experienced as their experience increased. This contention was answered by the Guild to the effect that as their experience increased they could look elsewhere for employment. It was about this period of negotiations that Palmer commenced to restrict reading matter in respondent's newspaper, and also had distributed to employees a "notice concerning the payment of partial unemployment compensation" addressed to those employees earning less than their weekly benefit amount for total unemployment because of reduced earnings with their regular employer.

77. On April 16th, by letter addressed to the Guild, Palmer submitted the third counter-proposal of the respondent. This counter-proposal recognized

the Guild as the "authorized agent" for the purpose of collective bargaining; but did not recognize the Guild Shop. Sub-marginal classifications were retained. The counter-proposal provided for the establishment of a 5-day forty hour week, overtime and severance pay. At this meeting considerable bitterness arose between the Guild negotiators and the respondent, resulting from further references to the Glendale situation, the respondent insisting that there was a contract in that case, and the Guild negotiators insisting that it was nothing but an unilateral posting.

78. On April 21st Philip N. Connelly addressed a letter to Judge Harlan G. Palmer, requesting another meeting for the purpose of clarifying some of the terms of the respondent's proposal of April 16th, and also making certain changes. This letter expressed the belief that the proposals of April 16th formed a basis for an acceptable agreement. On April 22nd Palmer addressed a letter to Connelly requesting that the clarifications and specific changes sought by the unit be submitted in writing, and by letter dated May 2, 1938, the respondent was advised of the changes requested by the Guild in respondent's third counter-proposal. A meeting was arranged for May 6, 1938.

9. Meeting of May 6, 1938.

79. At this meeting the Guild was represented by Garrigues, Connelly and Miss Daniel, and the respondent by Palmer, Sargent and Young. The

differences which had existed were again presented by the Guild and Palmer readily agreed to the Guild proposals with little, if any, discussion on his part, except as to the elimination from respondent's proposal of the sub-marginal classification clause. This was finally agreed to by Palmer. At this stage of the discussion Sargent remarked "I hate to think what that's going to mean to the jobs of a lot of people here" and also remarked that "I don't want to see the Judge agreeing to a lot of things here now that will result in firings." Palmer pointed out Swan as one who would have to go. There was only one question left undecided which was liquidation of over-time. Palmer desired to consult his managing editor responsible for making up of schedules. The following clause had been agreed upon: "The publisher retains full power and discretion, save as limited or prohibited by law, to employ or dismiss employees, including that to determine competency or to preemptorily discharge any employee, and also as to the number to be employed in any department, or as to the duties of each, and may merge, increase or eliminate departments and transfer any employee from one department to another without the violation in letter or in spirit of any portion of this agreement." The provisions as to severance pay were those agreed upon prior to March 14, 1938. On May 11, 1938, the Guild addressed a letter to Palmer, requesting another meeting to discuss the one remaining issue

of overtime, which meeting was held on May 13, 1938.

10. Meeting of May 13, 1938.

80. At this meeting the Guild was represented by Garrigues, and Miss Daniel, and the respondent by Palmer and Sargent. The question of liquidating overtime was discussed at length, although there was no great differences as to this matter. Finally the Guild and respondent reached an agreement on this question. It was understood that Palmer was to send a copy of the proposed agreement to the Guild with a letter stating that it was a confirmed offer. It was also understood the agreement would not be binding until approved by the unit and the executive board of the international. Sargent stated that in fairness to the negotiators they should be advised before the contract was signed that three were to be discharged from the editorial department as a result of a proposed reorganization and to effect economy and that one to be discharged was entitled to a considerable amount of severance pay. Sargent also offered to disclose the names of those being discharged, which offer was not accepted. Palmer was asked whether he would establish a preferential rehiring list. In answer to this query he indicated that he might, and further that it would be of no effect as the persons discharged would not fit in the editorial department as reorganized. Garrigues stated that if the discharges were for the

sake of economy the Guild shouldn't do anything about it.

81. Johnson, Scott and Miss Yeaman were discharged on the day following as is hereinbefore set forth. The notices of discharge also advised that in addition to their regular salary check they would receive vacation and severance pay. Severance pay as tendered had been computed according to the provision of the proposed agreement. It is subject to questions as to whether or not vacation pay, in addition to severance pay, was required to be paid upon discharge.

82. The unit, on May 14th, voted to strike on May 17, 1938. Palmer was advised by wire of this action by the Guild, which also demanded the unconditional reinstatement of the three discharged employees and a contractual provision that there be no dismissals resulting from the signing of the contract. The Guild also requested Palmer to meet with the authorized committee of the Los Angeles Newspaper Guild.

83. On May 16, 1938, by letter of that date, Palmer rejected the demand for unconditional reinstatement, as contrary to contract, agreed upon and also rejected the demand for the contractual provision against discharge for the reason that there can be no compromise on publisher's right to dismissals. He did, however, indicate a willingness to meet with the representatives of the employees. Subsequently on that day the Guild requested a meeting

with Palmer to discuss dismissals, which request was denied.

On this same day Schlichter and Helen Blair Thurlby were discharged as hereinbefore set forth. They were also informed that they would be paid severance pay and vacation pay in addition to earned salary.

Later in this same day a meeting was arranged at the office of Towne Nylander, Regional Director, Twenty-First Region, N. L. R. B., at 6 P. M.

11. Meeting of May 16, 1938.

84. Those present at this meeting were Towne Nylander, Regional Director, Palmer and Sargent for respondent, and Connelly, Johnson, Scott, Miss Yeaman and McWilliams, attorney for the Guild. Towne Nylander proposed that in order to prevent the threatened strike Palmer temporarily put back to work the three discharged editorial employees for a period of one week, and that during this period the Guild and the Citizen-News management attempt to arrive at a satisfactory agreement. Palmer rejected this proposal, and reiterated his stand that in his proposed reorganization these employees were the logical ones to be dismissed; that he had devoted much time and thought to the reasons and did not see how discussions could change the reasons. The real objection of respondent to the proposal, as appeared in an editorial signed by Palmer, and published on May 17, 1938, was that it invaded the management's fundamental right to

engage whatever employees it chooses for editorial room work.

12. The strike following the refusal to bargain.

85. On May 17, 1938, the strike commenced. Sixteen employees of the editorial and two of the advertising department and the five discharged employees (three editorial and two advertising), participated therein; the strike has continued down to the time of the hearing. The Guild in response to an editorial of Palmer addressed "To the Strikers" published June 6, 1938, attempted on the following day to reopen negotiations relative to reinstatement of discharged employees and contractual no-dismissal clause. Palmer replied by wire that conference could be arranged but advised that he "cannot yield to demands for reinstatement and no dismissals." No further discussions were thereafter had.

86. The aforesaid negotiations were not conducted in good faith and were unduly and unreasonably hindered, delayed and prolonged by respondent acting through its officers, agents and servants, Harlan G. Palmer and Willis Sargent, for the purpose of discouraging membership in the Guild.

87. The aforesaid negotiations were not conducted in good faith and were unduly and unreasonably hindered, delayed and prolonged by respondent, acting through its officers, agents and servants, Harlan G. Palmer and Willis Sargent, for the purpose of disrupting and terminating said negotiations at some time prior to an agreement becoming effective.

88. The respondent, through its officers, agents and servants, namely, to-wit, Harlan G. Palmer, Harold Swisher, Harwood Young, Harry Brandon, Zuma Palmer, Harold Hubbard, Horace Turner, and Willis Sargent, did, on or about December 1, 1937, refuse and at all times since that date has refused, and at the time of the hearing does refuse, to bargain collectively in good faith with the Guild as exclusive representative of all employees of the editorial department of respondent's newspaper, Hollywood Citizen-News.

89. The strike was caused by respondent's refusal to bargain in good faith with the Los Angeles Newspaper Guild.

90. The discharge of Roger C. Johnson, Mellier J. Scott, Jr., and Elizabeth Yeaman, on May 14, 1938, by respondent, through its officers, agents and servants, Palmer, Young and Swisher, was for the purpose of disrupting and terminating negotiations prior to an agreement becoming effective.

## IV. Interstate Commerce

91. The Hollywood Citizen-News, published by respondent, has a net paid circulation of approximately 29,000. The Audit Bureau of Circulation for the purpose of fixing rates for advertising, had established its net circulation at 26,000. The out-of-State circulation of this publication, the only publication of respondent having such circulation, is about 125 copies or less than one-half of one per cent of its total circulation.

92. The respondent is a member of the Associated Press. It receives and publishes news and intelligence furnished by the Associated Press. This news and intelligence is transmitted from the Los Angeles office of the Associated Press to respondent by means of teletype machines, two of which are located in respondent's plant. This news and intelligence service is also supplemented by a financial wire service furnished by the Associated Press. In the principal cities of the world the Associated Preses maintains correspondents through which it transmits news and intelligence occuring throughout the world by mail, telegraph, cable or radio. News and intelligence gathered by any member of the Associated Press is available to members requesting this service and paying the charges therefor. This news and intelligence is transmitted by wire, radio, and the mail.

93. Respondent received syndicated material used in the columns of its newspaper from the following out-of-state sources: George Mathew Adams Service, New York, N. Y.; the Ledger Syndicate, Philadelphia, Pennsylvania; the New York Tribune, New York, N. Y.; Chicago Tribune-New York News Syndicate, New York, N. Y.; Register and Tribune Syndicate, Des Moines, Iowa; McClure Syndicate, New York, N. Y.; McNaught Syndicate, New York, N. Y.; and Ullman Feature Service, New York, N. Y. The amount of such syndicated material used by respondent in the daily paper each day varies

but averages about 16 one-half columns per day, which is approximately one-fourth of the entire space given to news. Approximately 29 columns per day is devoted to news bearing out-of-state date lines, all of which is received from Associated Press or United Press.

94. That out-of-state revenue, that is revenue derived from advertising originating out of the state and published in the Citizen-News, is about ten per cent of the advertising revenue of such paper.

95. The news print used by respondent in all of its publications is approximately 350 tons per month, or a total of 4,342 tons for the year of 1937, all of which comes from the Powell River Company, British Columbia, Canada, and comes to respondent by water shipment to San Pedro, California, and is hauled by truck from the docks to respondent's plant at Hollywood. The cost of this news print is 20 per cent of the total expense of operating the printing activities of respondent.

96. I find that the activities of respondent, as set forth in Section III, occurring in connection with the operations of respondent described in Section IV herein, have a close, intimate and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

## CONCLUSIONS AND RECOMMENDATIONS

Upon the basis of the foregoing findings of fact, the undersigned determines and concludes that:

1. Respondent, by discharging and refusing to employ Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman and Karl Von Velter Schlichter, and thus discouraging membership in a labor organization, known as the Los Angeles Newspaper Guild, by refusing to bargain collectively in good faith with said Los Angeles Newspaper Guild, and by interfering with, restraining and coercing its employees in the exercise of rights guaranteed in Section 7 of the National Labor Relations Act, as set forth in the above findings of fact, has engaged in and is engaging in an unfair labor practice affecting commerce within the meaning of Section 8 (1) and Section 2 (6) and (7) of the National Labor Relations Act.

2. Respondent, by discharging and refusing to employ Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman and Karl Von Velter Schlichter, as set forth in above findings of fact, has engaged in and is engaging in an unfair labor practice affecting commerce within the meaning of Section 8 (3) and Section 2 (6) and (7) of the National Labor Relations Act.

3. Respondent, by refusing to bargain collectively in good faith with the Los Angeles Newspaper Guild, as set forth in the above findings of fact, has engaged in and is engaging in an unfair

labor practice affecting commerce within the meaning of Section 8 (5), and Section 2 (6) and (7) of the National Labor Relations Act.

Wherefore, the undersigned recommends that:

1. Respondent cease and desist from interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form, join, or assist the Los Angeles Newspaper Guild, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.

2. Respondent cease and desist from (a) discouraging membership in the Los Angeles Newspaper Guild, or any other labor organization, by discrimination in regard to hire or tenure of employment or condition of employment; and (b) refusing to bargain collectively in good faith with the Los Angeles Newspaper Guild, the representative of the editorial employees, as hereinabove more fully set forth.

3. In order to effectuate the policies of the Act, respondent take the following affirmative action:

(a) Offer to Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman, and Karl Von Velter Schlichter, immediate and full reinstatement to their former positions without prejudice to their seniority and other rights and privileges;

(b) Make whole the said Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman and Karl Von Velter Schlichter for any losses of pay they may have suffered by reason of the respondent's discrimination in regard to their hire or tenure of employment, by payment to each of them of a sum of money equal to that which he would have earned as wages or salary during the period from the date of such discrimination to the date of the offer of reinstatement, less any amount he or she may have earned during such period;

(c) Upon request, bargain collectively in good faith with the Los Angeles Newspaper Guild as the exclusive representative of the respondent's editorial employees, in respect to rates of pay, wages, hours of employment, and other conditions of employment.

(d) Upon application, offer to those of its employees who were employed by the respondent on May 16, 1938, and who subsequently went on strike because of respondent's failure to bargain collectively, as hereinabove set forth, immediate and full reinstatement to their former positions, without prejudice to their seniority or other rights or privileges, dismissing, if necessary, all persons hired since May 17, 1938, to perform the work of such employees; making whole said employees for any losses of pay they may suffer by any refusal of their application of reinstatement as in this paragraph provided, by payment to each of them of a sum of money equal to that which each would nor-

mally have earned during the period from the date of any such refusal of application to the date of offer of reinstatement, less the amount, if any, which each earned during said period.

(e) Post immediately, in conspicuous places in its plant at Hollywood, Los Angeles, California, and maintain for a period of at least thirty (30) consecutive days, notices to its employees, stating (1) that respondent will cease and desist in the manner aforesaid; (2) that respondent will, upon request, bargain in good faith with the Los Angeles Newspaper Guild, as exclusive representative of respondent's editorial employees, with respect to rates of pay, wages, hours of employment, and other conditions of employment;

(f) File with the Regional Director for the Twenty-First Region on or before ten (10) days from the receipt of this Intermediate Report, a report in writing setting forth in detail the manner and form in which it has complied with the foregoing requirements.

It is further recommended that, unless on or before ten (10) days from receipt of the Intermediate Report the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the matter be referred forthwith to the National Labor Relations Board and that said Board issue an order requiring respondent to take the action aforesaid.

It is recommended that the complaint be dis-

missed as to Helen Blair Thurlby, without prejudice.

Request for the privilege of oral argument before the National Labor Relations Board upon issues raised by any exceptions to this report, or on other issues upon which oral argument is desired, must be made to the Board, Shoreham Building, Washington, D. C., within ten (10) days from the receipt of this reported.

Dated: September 1, 1938.

GEORGE E. KENNEDY
Trial Examiner

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[Title of Board and Cause.]

STATEMENT OF RESPONDENT'S EXCEPTIONS TO THE INTERMEDIATE REPORT

Comes now respondent, The Citizen-News Company, a corporation, and excepts to the Intermediate Report of Trial Examiner George E. Kennedy, bearing date September 1, 1938, in the following particulars, to-wit:

(1) Excepts to Finding of Fact No. I, subparagraph 2, Respondent, upon the grounds:

(a) That said finding states that Harlan G. Palmer was publisher of the Hollywood News from 1915 to November 1, 1931, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that the said Harlan G. Palmer was the publisher of the Citizen from 1915 to November 1, 1931, and that the same was a daily from October 1, 1921 until November 1, 1931, when it took over the News and the name was changed to Citizen-News (Tr. Pg. 505).

(2) Excepts to Finding of Fact No. III, sub-paragraph 7, Roger C. Johnson, upon the grounds:

(a) That said finding, after referring to the hospital attention given to Roger C. Johnson in March, 1937, including the offer of assistance in paying the hospital bill, states: "This close, intimate and personal relationship between Johnson and Palmer, shortly after Palmer's defeat for district attorney, became on Palmer's part less cordial," although in said sub-paragraph 7, a part of said quotation states that the election in which Palmer was defeated was held in November, 1936, and that there is no evidence in the record from which a finding could be made that any close, intimate and personal relationship between Johnson and Palmer, shortly after Palmer's defeat for district attorney, became, on Palmer's part, less cordial;

(b) That said finding fails to state that the witness Johnson at the hearing herein remembered very specifically a "happy" occasion in January, 1937 (after the election early in November of 1936) when his wages were increased to forty-five dollars, and in February of the same year he was invited to go to the National Orange Show by Harold Swisher,

the managing editor, and in the company of Harold Hubbard, the city editor, and that Mr. Swisher took delight in introducing him to some of Swisher's friends in the newspaper business in San Bernardino and elsewhere as president of the Los Angeles Newspaper Guild, (Tr. Pgs. 28 and 29), and that in July, 1937, Johnson bought Three Hundred Dollars ($300.00) of respondent's preferred stock, (Tr. Pg. 44).

(3) Excepts to Finding of Fact No. III, subparagraph 10, Roger C. Johnson, upon the grounds:

(a) That said finding, referring to a conference with Palmer at which were present Johnson, Crow, Simonton and Elizabeth Yeaman, states that Harlan G. Palmer attempted to force the committee to disregard Guild procedure and to express themselves on rates of pay, wages, hours and other conditions of employment, and that Mr. Palmer objected to Guild procedure, whereas in truth and in fact, there is no evidence in the record on which such a finding could be made;

(b) That said finding fails to state that Harlan G. Palmer at said conference mentioned in subparagraph (a), last above, was disappointed that he could not then and there, or at some very near time, work out an agreement of some kind with the Guild (Tr. Pg. 37);

(c) That said finding fails to state that increases were asked for the heads of the Drama page, the Sports page, the copy desk and Mr. Scott and that

each of said four persons were granted increases shortly thereafter (Tr. Pgs. 241, 242 and 243);

(d) That said finding states that Johnson has not obtained other work since his discharge, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made and whereas in truth and in fact, the testimony of the said Johnson is to the effect that he worked hard and got strike benefits (Tr. Pgs. 11 and 12).

(4) Excepts to Finding of Fact No. III, subparagraph 11 on the ground that said finding fails to state the other two general reporters, Simonton and Calkins, were both Guild members of prominence, that Simonton had been known by respondent to be active in Guild and C.I.O. activities, and that Calkins had been known to be a member of one or more Guild negotiating committees on other newspapers.

(5) Excepts to Finding of Fact No. III, subparagraph 12, Roger C. Johnson, upon the ground that said finding fails to state that national advertising was off about forty per cent (40%) since March, 1937 (Tr. pg. 483).

(6) Excepts to Finding of Fact No. III, subparagraph 14, Roger C. Johnson, upon the grounds:

(a) That said finding states that about January, 1938, the respondent raised its subscription rates, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that the subscription rates of respondent were raised in April or May, 1937 (Tr. Pg. 547).

(7) Excepts to Finding of Fact No. III, subparagraph 15, Roger C. Johnson, upon the grounds:

(a) That said finding states that Palmer's estimate of $10,000 to be the cost of the controversy then pending before the National Labor Relations Board, was also a factor considered in his concluding that retrenchment was advisable, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that said estimated cost of $10,000 mentioned in sub-paragraph (a) last above was not a factor in Palmer's mind any more than it had relation to the whole business picture. (Tr. Pgs. 536 and 537).

(8) Excepts to Finding of Fact No. III, subparagraph 19, Roger C. Johnson, upon the grounds:

(a) That said finding states that a considerable portion of the reading matter eliminated had been previously prepared by Johnson, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that the length of stories was reduced; coverage of some meetings was eliminated; feature stories were eliminated as far as possible, if they had no clear or correct bearing on news; space allocated to comics was reduced; space allocated to drama department was reduced; sports were reduced by one column

and advertising was put on the first page of the second section of the newspaper, which heretofore had been devoted entirely to reading matter (Tr. Pgs. 486 and 487);

(c) That said finding fails to state that page four is a drama page and that, with one or two exceptions, the said Johnson never wrote for it (Tr. Pg. 114), and that page ten is a sports page and that Johnson never wrote for it and that page eleven is the comics for which Johnson did neither writing nor drawing (Tr. Pg. 118);

(d) That said finding fails to state that the copy of the Citizen-News of Monday, June 13, from which Johnson testified, was not typical of the paper when he worked for the Citizen-News Company, as it contained no feature stories and that Johnson did a lot of the feature stories (Tr. Pg. 119);

(e) That said finding fails to state that Johnson was handed an issue of the Hollywood Citizen-News of May 5, 1938, and up to page three did not find anything he would have handled, and that he believed that he would have handled a story on page four thereof (Tr. Pg. 120), and that, referring to page twelve of the newspaper, there appeared the first story he is somewhat positive, but still not sure, he would have written (Tr. Pg. 122), and that he is sure he wrote the stories: "City Deal with S. P. scored," "Dr. Townsend in City on Ballot Project" (Tr. Pg. 122), "Oakland Man Chosen G.A.R's Department Chief," "City Schools" referred to on

page thirteen of said newspaper, and "Beverly Hills Teachers defeated in tenure fight" referred to on page seventeen of said newspaper (Tr. Pg. 124).

(9) Excepts to Finding of Fact No. III, subparagraph 20, Roger C. Johnson, upon the grounds:

(a) That said finding fails to state that the five-day-week work schedule, being a part of Exhibit 4, did not provide what work any one should do;

(b) That said finding fails to state that the five-day-week work schedule posted by the management provided that Calkins would be on duty the day that Wesslemann, the photographer, was off duty;

(c) That said finding states that the five-day-week schedule was posted on May 15th, whereas it was posted on Saturday, May 14th (Tr. Pgs. 493 and 524);

(d) That said finding states that the respondent contended that the choice of retaining Calkins in preference to Johnson was predicative of the five-day-week schedule in that Calkins would take over the photographic assignments on the photographer's day off, whereas in truth and in fact, the evidence in the record does not support such a finding;

(e) That said finding fails to state that respondent, through Harlan G. Palmer, contended that it was advisable to have a man on duty who, in an emergency, could fill in for the photographer (Tr. Pg. 491).

(10) Excepts to Finding of Fact No. III, subparagraph 21, Mellier G. Scott, Jr., upon the ground

that said finding states that said Scott was writing a daily editorial column, and that said writing fails to state that said Scott's work was always checked by Palmer or some one else and that he was writing a daily editorial column only during Palmer's absence, and that it frequently required more of Palmer's time to handle Scott's work than it would have required for Palmer to do the work himself (Tr. Pgs. 53 and 55 and 517), and that Scott was spending each morning at the City Hall which was covered for respondent by the City News Service. (Tr. Pg. 554).

(11) Excepts to Finding of Fact No. 11, subparagraph 23, Mellier G. Scott, Jr., upon the grounds:

(a) That said finding states that after Scott, during luncheon with Palmer, told Palmer he had joined the Guild, Palmer did not ask Scott to lunch any more, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made (Tr. Pg. 60);

(b) That said finding states that before Scott informed Palmer that he had joined the Guild, Scott frequently was present at conferences when business of a personal or confidential nature was being considered by Palmer, Young and Swisher, but that after Scott informed Palmer he had joined the Guild, he was not present when business of a personal or confidential nature was being considered by Palmer, Young and Swisher, whereas in truth and in fact, there is no evidence in the record

from which such a finding could be made or from which such an inference could be drawn other than a finding or inference that Scott attended such conferences less often (Tr. Pg. 60);

(c) That said finding states that in March, 1938, Scott's request for a two months' leave of absence was denied, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made (Tr. Pgs. 153 and 154);

(d) That said finding fails to state that the request of Scott for a vacation of indefinite length was granted with the statement that at that time the management was not assuring any one their jobs two months hence (Tr. Pgs. 153 and 154).

(12) Excepts to Finding of Fact No. III, subparagraph 24, Mellier G. Scott, Jr., upon the grounds:

(a) That said finding states that the retrenchment program was deemed advisable after study of the five-day-week, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that in considering whose services could best be dispensed with, the requirements of the five-day-week were considered (Tr. Pgs. 487 and 488);

(c) That said finding states that as to the five-day-week there is no testimony to evidence in what way, if any, Scott was affected, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(d) That said finding fails to state that Scott could be spared much more easily under a five-day-week than could others and that even Speer and Swan were considered more essential under a five-day-week than was Scott (Tr. Pg. 630).

(13) Excepts to Finding of Fact No. III, subparagraph 27, Elizabeth Yeaman, upon the grounds:

(a) That said finding fails to state that the "slop-over" was eliminated (Tr. Pg. 165);

(b) That said finding fails to state that a notice was posted on the bulletin board following a personal notification to Miss Yeaman by Mr. Swisher that space for editorial matter had to be cut down and that she must cut her copy and that the notice stated in effect that no review of anything, of any show, should run more than a page of copy (Tr. Pg. 165);

(c) That said finding states that the circumstances relating to Miss Yeaman's discharge were similar to those in the case of Johnson and Scott, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(d) That said finding fails to state that the choice for dismissal was between Miss Yeaman and James F. Crow, who was not only a Guild member but the chairman of the Citizen-News unit;

(e) That said finding fails to state that said Crow was the chairman of the unit and the director of its activities.

(14) Excepts to Finding of Fact No. III, subparagraph 29, upon the ground that said finding states that the actual space used by the Drama Department remained about the same after curtailment, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made.

(15) Excepts to Finding of Fact No. III, subparagraph 31, Karl Von Votler Schlichter, upon the ground that said finding states that Schlichter has not obtained any other work since the date of his discharge, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made.

(16) Excepts to Finding of Fact No. III, subparagraph 34, upon the ground that said finding states that there was no denial of any of the "foregoing acts or statements done or made by any of respondent's management," but said finding fails to state that the respondent offered no testimony whatever, excepting to give its reasons for the dismissals, which reasons completely deny and refute each and all of the contrary findings and conclusions made by the trial examiner.

(17) Excepts to Finding of Fact No. III, subparagraph 35, upon the grounds:

(a) That said finding states that Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman and Karl Von Votler Schlichter were discharged by respondent and have been refused employment by respondent, for the reason that they joined and as-

sisted a labor organization known as the Los Angeles Newspaper Guild and engaged in concerted activities for the purpose of collective bargaining and other mutual aid and protection, whereas in truth and in fact, the said charge is grossly false and untrue and there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that all editorial room employees who were eligible for membership were members of the Guild and that to select three for dismissal for retrenchment reasons it was necessary to select Guild members;

(c) That said finding fails to state that respondent had no means of measuring the relative activities of its employees in the Guild;

(d) That said finding fails to state that active members in the Guild, such as Crow, the chairman of the Guild unit, Calkins, an active member, Redelings, who was doing the work of the secretary, and Simonton, who was secretary of the C.I.O. council (Tr. Pg. 140) were not discharged;

(e) That said finding fails to state that Miss Yeaman went to Judge Palmer about the naming of James F. Crow, chairman of the unit, as Drama Editor;

(f) That said finding fails to state that the business of the respondent was losing money; and that in reducing the staff by one reporter it was necessary to choose for dismissal among three active members, to wit, Simonton, secretary of the C.I.O. council (Tr. Pg. 140); Calkins, at one time treas-

urer, and Johnson, and that in choosing for dismissal between Miss Yeaman and Crow, the respondent had to choose between the chairman of the unit and Miss Yeaman; in choosing Scott for dismissal, Mr. Palmer chose personally to shoulder Scott's work; in choosing Helen Blair Thurlby for dismissal, he chose between her, a part-time employee, and a full-time employee, Killoran, to whom she was an assistant, and in choosing Schlichter for dismissal, he chose one doing work that the company had gotten along without when business had been better than it was at the time of discharge, and that Killoran was a member of the Guild before Blair and was active therein.

(18) Excepts to Finding of Fact No. III, subparagraph 36, upon the grounds:

(a) That said finding states that by said discharge and refusal to employ said Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman and Karl Von Votler Schlichter, respondent has discriminated, and is discriminating, regarding the hiring and tenure of employment guaranteed under Section 7 of the National Labor Act, whereas in truth and in fact, the charge is false and untrue and there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that there was, or is, no discrimination and that all the eligible editorial room employees were Guild members and that after the discharges all the eligible editorial employees were still Guild members.

(19) Excepts to Finding of Fact No. III, sub-paragraph 37, upon the grounds:

(a) That said finding states that by said discharge and refusal to employ Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman and Karl Von Votler Schlichter, respondent has interfered with, restrained and coerced its employees in the exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, whereas in truth and in fact, the statement is false and untrue, and there is no evidence in the record from which such a finding could be made;

(b) Repeats the allegations of Paragraph 18, sub-paragraph (b), as if the same were set forth herein in full;

(c) That said finding fails to state that there was no interference and/or no restraint and/or no coercion of its employees in the exercise of the right guaranteed in Section 7 of the National Labor Relations Act, and that all editorial room and many other employees joined the Guild.

(20) Excepts to Finding of Fact No. III, sub-paragraph 38, upon the grounds:

(a) That said finding states that by said discharge and refusal to employ Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman and Karl Von Votler Schlichter, respondent has discouraged membership in the labor organization known as Los Angeles Newspaper Guild, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) Repeats the allegations of Paragraph 18, sub-paragraph (b), and the allegations of Paragraph 19, sub-paragraph (c), and makes the same a part of this sub-paragraph (b) as if the same were set forth herein in full.

(21) Excepts to Finding of Fact No. III, sub-paragraph 52, upon the ground that said finding fails to state that Mr. Palmer testified that he did not make any comment in any way, shape or manner to Mr. Turner or any one else in the organization regarding Johnson's activities being of detriment to him, and further that he never made any comment to any one in the organization with reference to Mellier G. Scott, Jr., Elizabeth Yeaman, Helen Thurlby or Karl Von Votler Schlichter (Tr. Pgs. 498 and 499).

(22) Excepts to Finding of Fact No. III, sub-paragraph 53, upon the grounds:

(a) That said finding states that Brandon stated that the discharge of Helen Thurlby "was due to Guild stuff", whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that Brandon said "With all this concern and severance pay, and 4-hour week and Guild stuff . . . we had to cut down." (Tr. Pgs. 406 and 407).

(23) Excepts to Finding of Fact No. III, sub-paragraph 62, upon the ground that said finding fails to state that respondent offered no testimony in rebuttal, excepting the testimony of Palmer as

to the reasons for the disharges, which testimony constitutes a complete denial of the mere assumptions to the contrary.

(24) Excepts to Finding of Fact No. III, subparagraph 63, upon the ground that there is no evidence in the record from which such a finding could be made or from which such an inference could be drawn.

(25) Excepts to Finding of Fact No. III, subparagraph 64, upon the ground that there is no evidence in the record from which such a finding could be made or from which such an inference could be drawn.

(26) Excepts to Finding of Fact No. III, subparagraph 70, meeting of December 22, 1937, upon the grounds:

(a) That said finding states that Palmer did not intend to negotiate an agreement, whereas, in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that Palmer was devoting much time and effort to the negotiation of an agreement;

(c) That said finding fails to state that at the time of the hearing herein no California newspaper had agreed to a Guild shop (Tr. Pg. 354);

(d) That said finding states that Palmer referred to the proposed agreement as a dishonest document, whereas in truth and in fact, it was the Guild negotiators who testified that Palmer merely

asked the question "How can I give an honest answer to a dishonest proposal?"

(27) Excepts to Finding of Fact No. III, subparagraph 71, upon the grounds:

(a) That said finding fails to state that in its last proposal the respondent included a clause against reduction in pay;

(b) That said finding fails to state that Palmer stated that said clause against dismissals as a result of the negotiations would be subject to misunderstanding and would give rise to trouble, and that at said time they were in a period when business was off, expenses were up, and that if it were not for the negotiations at that time, they would be making reductions; that the clause pertaining to dismissals as a result of the negotiations was omitted from respondent's counterproposal and was not raised again in the Guild's counterproposals and that that seemed to settle the discussion, (Tr. Pg. 484);

(c) That said finding fails to state that Palmer stated he had before him three possible courses of action: (1) being the course taken by the San Francisco papers, each of which he stated laid off from 10 to 30 employees during the course of negotiations; (2) the procedure of other papers being that of waiting until their contracts were completed and then making their layoff; and (3) being the one that he stated they probably unfortunately decided upon of completing the negotiations and then

before signing, notified the employees of impending dismissals, (Tr. Pg. 514);

(d) That said finding fails to state that if there had been no Guild negotiations, Judge Palmer would have still felt it necessary to retrench and that if the Guild negotiations had not then been on, retrenchment would have been made by the first of March of the same year, and that when Guild negotiations were on, several people were kept in employment who would otherwise not have had their jobs (Tr. Pg. 538):

(28) Excepts to Finding of Fact No. III, subparagraph 84, Meeting of May 16, 1938, upon the grounds:

(a) That said finding states the real objection of the respondent to the proposal, as appeared in an editorial signed by Palmer, and published on May 17, 1938, was that it invaded the management's fundamental right to engage whatever employees it chose for editorial room work, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made;

(b) That said finding fails to state that editorials appeared in respondent's newspaper, the Citizen-News, quotations from which are as follows:

Editorial of May 17, 1938 (Board's Exhibit No. 12): "The management said that it was for the purpose of retrenchment to reduce expenses because of greatly reduced revenue. . . . Briefly, the Citizen-News position was stated that the man-

agement could not yield upon its right to have whatever workers it selected to write for the paper."

Editorial of May 18, 1938 (Board's Exhibit No. 13): "Reason given by the Citizen-News management for discharge of the three employes whose loyalty to the Newspaper Guild was outstanding was 'reorganization' to meet the recession."

(c) That said finding fails to state that upon conclusion of the meeting of May 13, (Friday) it was orally agreed that while waiting formal approval by the Guild Unit and the international office, the agreement would be put into effect on the following Monday, and that Palmer considered it essential, since the five-day-week was to be started Monday, to announce the staff reductions at the Friday meeting as the five-day-week schedules to be posted on the following Saturday morning would show the eliminations.

(29) Excepts to Finding of Fact No. III, subparagraph 86, Strike following the refusal to bargain, upon the ground that said finding states that the negotiations were not conducted in good faith and were unduly and unreasonably hindered, delayed and prolonged by respondent for the purpose of discouraging membership in the Guild, whereas int truth and in fact, the statement is false and untrue and there is no evidence in the record from which such a finding could be made.

(30) Excepts to Finding of Fact No. III, subparagraph 87, Strike following the refusal to bar-

gain, upon the ground that said finding states that the negotiations were not conducted in good faith and were unduly and unreasonably hindered, delayed and prolonged by respondent for the purpose of disrupting and terminating the negotiations at some time prior to an agreement becoming effective, whereas in truth and in fact, the statement is false and untrue and there is no evidence in the record from which such a finding could be made;

(31) Excepts to Finding of Fact No. III, subparagraph 88, Strike following the refusal to bargain, upon the ground that said finding states that the respondent on or about December 1, 1937, refused, and at all times since that date has refused, and at the time of the hearing still refuses, to bargain collectively in good faith with the Guild as exclusive representative of all employees of the editorial department of respondent's newspaper, Hollywood Citizen-News, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made.

(32) Excepts to Finding of Fact No. III, subparagraph 89, Strike following the refusal to bargain, upon the ground that said finding states that the strike was caused by respondent's refusal to bargain in good faith with the Los Angeles Newspaper Guild, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made.

(33) Excepts to Finding of Fact No. III, subparagraph 90, Strike following the refusal to bar-

gain, upon the ground that said finding states that the discharge of Roger C. Johnson, Mellier G. Scott, Jr. and Elizabeth Yeaman, on May 14, 1938, by respondent was for the purpose of disrupting and terminating negotiations prior to an agreement becoming effective, whereas in truth and in fact, the statement is false and untrue and there is no evidence in the record from which such a finding could be made.

(34) Excepts to Finding of Fact No. IV, subparagraph 96, upon the ground that said finding states that the activities of respondent, as set forth in Section III of the Findings, occurring in connection with the operation of respondent described in Section IV of the Findings, have a close, intimate and substantial relation to trade, traffic, and commerce among the several states, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce, whereas in truth and in fact, there is no evidence in the record from which such a finding could be made.

(35) Excepts to the Findings of Fact as a whole upon the ground that said examiner failed to find that three proposals were made by respondent in writing; that on May 13, 1938, an agreement was reached on the last clause at issue and that the Guild itself in calling its strike, after the successful termination of the negotiations and the agreement reached as to all matters, including the publisher's right to peremptorily discharge, broke its

agreement and called an unauthorized and illegal strike in violation of its agreement.

(36) Excepts to the Findings of Fact as a whole upon the grounds:

(a) That said findings show that the trial examiner has entirely disregarded all evidence offered on behalf of respondent;

(b) That in each instance where the mere assumptions offered as evidence by the Guild conflicted with the positive evidence offered by respondent, the trial examiner has, without exception, accepted as fact the assumptions offered by the Guild and rejected as false the positive evidence offered by respondent regardless of its weight, quality or credibility, and in each instance has made deductions and drawn such inferences as would tend to support the charges made against respondent by the Guild and has ignored the positive and uncontradicted testimony which proved the contention of the respondent that it was actuated by motives of retrenchment in making the several discharges and that it had abolished the positions of the several employees referred to in said findings in order to effect a reduction in the operating expenses of respondent; and that it had selected those who were dismissed after much deliberation over the question of whom the owners could best spare;

(c) That in all other respects, he has exhibited an attitude of prejudice, bias and partisanship and not an impartial judicial attitude.

(37) Excepts to the findings of fact as a whole upon the ground that said finding fails to find that the respondent, through its representatives, complied with every one of the many requests of the negotiating committee for a conference or meeting to settle the matters at issue and was desirous of promptly adjusting all differences; that numerous proposals and counter-proposals were made in the negotiations; that at all times the respondent stoutly maintained its right within the law to employ or dismiss whomsoever it chose: that said right of employing or dismissing was expressly conceded by the negotiators for the Guild; that respondent had consistently maintained at the various meetings that it would be necessary for it to embark on a campaign of retrenchment involving the elimination of certain classes of news and the dismissal of employees; that at the last meeting with the said negotiators the last point of difference, which pertained to liquidating overtime, was orally agreed upon and it was orally agreed that a written agreement embodying the said oral agreement was to be drawn and submitted by the Guild to its international committee and to the unit; that thereafter at said last meeting, respondent's representatives, pursuant to the right to dismiss reserved in the oral agreement and written proposals and, in order to be fair in that the Unit should have knowledge of the respondent's then intentions as to dismissals, prior to signing of the written agreement announced there would be three dismissals in the editorial

staff as a part of the program of retrenchment due to the current losses in the respondent's business. (Tr. pp. 281-296)

That Mr. Sargent, the respondent's representative, stated that "There was something that he felt in all fairness that he wanted them to know before the contract was signed." (quoting from lls. 2-4, pg. 389, Tr.), and that three people would have to be discharged from the editorial room; that the editorial department was going to be reorganized in order to effect economy and that these three positions were for the sake of effecting economy; that Mr. Garrigues representing the Guild said "that if the discharges were for the sake of economy, the Guild shouldn't do anything about that." (quoting from lls. 4 and 5, Pg. 390 Tr.)

(38) Excepts to the findings as a whole upon the ground that said findings fail to state that Mr. Palmer, on behalf of respondent, in studying and acting on the matter of elimination of members of the editorial staff decided:

(1) That Miss Yeaman could be spared with less injury to the business than Mr. Crow, the chairman of the unit, as he considered the latter better for writing heads, laying out the drama page, and the more able in connection with the review of previews; that with reference to Miss Yeaman's work, respondent could run such motion picture production news as came in by mail, and that they would rely upon two other syndicated columns in the paper on motion pictures;

(2) That with reference to Roger C. Johnson, Floyd Simonton and Jake Calkins, classified by the respondent as general reporters, each receiving the same salary, the respondent could get along with the amount of reading matter that two could produce which would eliminate feature type of articles and the interviews and things in the judgment of Mr. Palmer not essential in presenting the daily news; that it was determined that Floyd Simonton (then secretary of the C.I.O. Council) was the best reporter of the three; that Mr. Palmer believed his work better and thought that he had a better understanding and was more valuable from the standpoint of major news reporting; that it was considered essential to have a photographer to fill in for the regular photographer in the event of emergency on his day off during the existence of the five-day-week schedule and that Calkins (at one time treasurer of the Guild) was acceptable as a photographer and that in an emergency could do the photographic work and for the further reason that Calkins was a capable desk man, and for such reasons the respondent decided, from among said three men, to keep Calkins and Simonton and let Roger Johnson go, as he could be spared with the least injury to respondent;

(3) That Mr. Mel Scott would be eliminated as Mr. Palmer could spare him from his immediate staff and that Mr. Scott's work was such that a considerable portion of it had to be corrected and rewritten by Mr. Palmer, and that Mr. Palmer

chose personally to shoulder Scott's work;

(4) That Mr. Schlichter, whose work was primarily concerned with promotion of national advertising, which was off 40%, could be eliminated and that in previous years respondent had operated without Schlichter's particular work; and

(5) That as to Miss Thurlby, the choice made between her and Patricia Killoran, Miss Thurlby was a part-time assistant to Miss Killoran. They worked in the display department writing publicity stories concerning mercantile stores, or the wares on sale thereat. Miss Killoran had been on the paper the longer time. She was also a Guild member, having joined before Thurlby joined.

(39) Excepts to the findings as a whole on the ground that they find that there was discrimination in the dismissals because of Union affiliations or activities, whereas there is no evidence in the record upon which such a finding can be based as the evidence of the complainant proves nothing other than that the discharged employees were Guild members, while, on the contrary, the uncontradicted evidence does affirmatively prove that there was no discrimination and that the discharged employees were dismissed in the interest of economy in a businesslike effort toward retrenchment, rendered advisable by economic conditions, and after careful consideration of the respective merit and qualifications of various employees, all Guild members.

(40) Excepts to the findings of fact as a whole upon the grounds that they fail to find that the

respondent has its business exclusively in Hollywood, California; that the circulation of its paper does not extend generally over the City of Los Angeles, but is confined largely to the neighborhood of Hollywood, Beverly Hills, Westwood, San Fernando Valley and the Wilshire district, all in Los Angeles County, California, and immediately adjacent to the place of publication; that respondent has a daily circulation of approximately 26,000, and that there are only about 125 copies mailed daily to points without the State of California and sent generally as a matter of accomodation; that respondent performs no activities outside the State of California; that its printing work is all done in California; that newsprint purchased outside of California represents 10.2% of the total expenses of the daily newspaper; (Tr. Case No. XXI-C-482 and Case No. XXI-R-361 at Page 60); that respondent is a California corporation, with a single place of business, operating exclusively within a very restricted neighborhood within the City of Los Angeles and its environs; that no one connected with the paper is engaged in any work outside the State of California or in the reception or transmission of any news or supplies from or to a source outside the said State; that said newspaper of respondent is wholly prepared, edited, printed and published within the State of California, where the publisher's only office and place of business is located; that respondent's business is not interstate commerce, nor does it "affect com-

merce" within the meaning of the National Labor Relations Act; (see Western Live Stock v. Bureau of Revenue, 82 Law Ed. 548 (1938)).

(41) Excepts to the findings of fact as a whole upon the ground that said findings fail to take into consideration the following facts which are according to uncontradicted testimony and are based upon the books and records of respondent:

From January 31, 1938 to May, 1938, the advertising lineage of the Hollywood Advertiser was off 13.23% compared with the same period for 1937.

For the same period of 1938, the Shopping News advertising lineage was 17.37% below the corresponding months of 1937.

The Citizen-News advertising lineage in 1938 was below that for the corresponding months in 1937, as follows:

March, 1938, 15.5%;

April, 1938, 12.5% (Tr. pg. 593)

The profits and losses on the daily Citizen-News also show as follows:

| 1937 | | 1938 | |
|---|---|---|---|
| January | $2450.00 profit | January | $1251.00 loss |
| February | $3114.00 profit | February | $ 849.99 profit |
| March | $6974.00 profit | March | $1437.00 loss |
| April | $8954.00 profit | April | $ 941.00 profit |
| May | $5577.00 profit | May | $ 917.00 loss |

For the five months period preceding and including May of 1938, the total figures on profit and loss show a loss of $1814.00.

For the first five months of 1937, the profit and loss figures showed a profit of $27,071.00.

In December, 1936, there was a profit of $4465.00. In December, 1937, there was a loss of $3645.00. (Tr. Pp. 594 and 595)

(42) Excepts to said findings of fact as a whole upon the ground that said findings fail to state that the retrenchment program was entered into upon considering the monthly reports showing the above figures. (Tr. Pp. 595 and 597)

(43) Excepts to said findings of fact as a whole on the ground that said findings fail to state that national advertising was off 40% at the time of the dismissals.

(44) Excepts to said findings of fact as a whole on the ground that said findings wholly fail to find that from the latter part of 1937 to the middle of 1938, there was a serious business depression, or recession, and that retrenchment was taking place in nearly all lines of business, many men were being let out of work, bankruptcies were increasing, gloom prevailed in the business world and that, up to the time of the strike involved herein, there was no relief in sight.

Excepts to the Conclusions and Recommendations as Follows:

(45) Excepts to Conclusions and Recommendations No. 1 upon the ground that it states that respondent, by discharging and refusing to employ Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth

Yeaman and Karl Von Votler Schlichter, and thus discouraging membership in a labor organization known as the Los Angeles Newspaper Guild, by refusing to bargain collectively in good faith with said Los Angeles Newspaper Guild and by interfering with, restraining or coercing its employees in the exercise of rights guaranteed in Section 7 of the National Labor Relations Act, as set forth in the Findings of Fact herein, has engaged in, and is engaging in, an unfair labor practice affecting commerce within the meaning of Section 8 (1) and Section 2 (6) and (7) of "the National Labor Relations Act", whereas in truth and in fact the conclusion is based on improper findings of fact, reached by bias and prejudice and there is no evidence in the record upon which such a conclusion can be based.

(46) Excepts to Conclusions and Recommendations No. 2 upon the grounds that it states that "respondent, by discharging and refusing to employ Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman and Karl Von Votler Schlichter, as set forth in the said Findings, has engaged in and is engaging in an unfair labor practice affecting commerce within the meaning of Section 8 (3) and Section 2 (6) and (7) of the National Labor Relations Act", whereas in truth and in fact, the conclusion is based on improper findings of fact reached by bias and prejudice, and there is no evidence in the record upon which such conclusion can be based.

(47) Excepts to Conclusions and Recommendations No. 3 upon the grounds that it states that the "respondent by refusing to bargain collectively in good faith with the Los Angeles Newspaper Guild", as set forth in said finding, "has engaged in and is engaging in an unfair labor practice affecting commerce within the meaning of Section 8 (5) and Section 2 (6) and (7) of the National Labor Relations Act", whereas in truth and in fact, the conclusion is based on improper findings of fact reached by bias and prejudice, and there is no evidence in the record upon which such conclusion can be based.

(48) Excepts to Recommendation No. 1, upon the grounds:

(a) That it recommends that "respondent cease and desist from interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form, join, or assist the Los Angeles Newspaper Guild, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection", whereas in truth and in fact, the evidence does not show that respondent has in any way interfered with, restrained or coerced its employees in the rights guaranteed by the National Labor Relations Act;

(b) That said Recommendation No. 1 fails to

point out any specific act which respondent is alleged to be doing that it should cease to do.

(49) Excepts to Recommendation No. 2, upon the ground that it recommends that respondent cease and desist from

(a) Discouraging membership in the Los Angeles Newspaper Guild or any other labor organization by discrimination in regard to hire or tenure of employment or condition of employment; and

(b) Refusing to bargain collectively in good faith with the Los Angeles Newspaper Guild, the representative of the editorial employees, as set forth in said findings,

For the reason that the evidence does not show that respondent has in any manner discouraged membership in the Los Angeles Newspaper Guild, or any other labor organization, by discrimination in regard to hire, or tenure or condition of employment, or otherwise, or refused to bargain collectively in good faith with the Los Angeles Newspaper Guild.

(50) Excepts to Recommendation No. 3(a) upon the grounds:

(a) That it recommends that respondent be compelled to offer to Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman and Karl Von Votler Schlichter immediate and full reinstatement to their former positions without prejudice to their seniority or other rights or privileges previously enjoyed, whereas in truth and in fact, the evidence does not show that the employment of any one of

said persons has any connection with or effect upon commerce, but on the other hand, the evidence does affirmatively show that Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman and Karl Von Votler Schlichter, insofar as their employment by respondent is concerned, were each engaged entirely in activities constituting interstate commerce;

(b) That by said recommendation respondent is compelled to offer to employ Roger C. Johnson, as a political editor, Mellier G. Scott, Jr., as an editorial writer and Elizabeth Yeaman as a columnist and that such compulsion of respondent is in violation of the freedom of the press.

(51) Excepts to Recommendation No. 3(b) upon the ground that it recommends that respondent "make whole Roger C. Johnson, Mellier G. Scott, Jr. and Elizabeth Yeaman for any loss of any pay they may have suffered by reason of the respondent's alleged discrimination in regard to their hire or tenure of employment, by payment to each of them of a sum of money equal to that which he or she would normally have earned in wages during the period from the date of the termination of their employment to the date of offer of reinstatement, less earnings from other employment during such period", whereas in truth and in fact, the Board is without jurisdiction to make such order or to make any order herein because the evidence does not show that the employment of any one of said persons has any connection with or effect upon commerce, but on the other hand, the evidence does

affirmatively show that said employees, insofar as their employment by respondent is concerned, are engaged entirely in activities constituting intrastate commerce.

(52) Excepts to Recommendation No. 3(c) upon the ground that it recommends that respondent bargain collectively in good faith with the Los Angeles Newspaper Guild, as exclusive representative of respondent's editorial employees, in regard to rates of pay, hours of employment and other conditions of employment, whereas in truth and in fact, the evidence does not show that the employment of any one of said persons has any effect upon or connection with commerce, but on the other hand, the evidence does affirmatively show that the respondent's editorial employees, insofar as their employment by respondent is concerned, are entirely engaged in activities constituting intrastate commerce.

(53) Excepts to Recommendation No. 3(d) upon the grounds:

(a) That it recommends that respondent, upon application, offer to those of its employees who were employed by respondent on May 16, 1938 and who subsequently went on strike because of respondent's alleged failure to bargain collectively as set forth in said finding, immediate and full reinstatement to their former positions, without prejudice to their seniority or other rights or privileges, and dismiss, if necessary, all persons hired since May 17, 1938 to perform the work of such employees; make whole

to said employees any loss in pay they may suffer by any refusal of their application of reinstatement; by payment to each of them of a sum of money which each would normally have earned during the period of any such refusal of application to the date of offer of reinstatement, less the amount, if any, which each earned during said period, whereas in truth and in fact, the evidence does not show that the employment of any one of said persons has any effect upon commerce, but on the other hand, the evidence does affirmatively show that said employees of respondent, insofar as their employment by respondent is concerned, are engaged in activities constituting intrastate commerce;

(b) That by said recommendation respondent is compelled to offer to employ Roger C. Johnson, as a political editor, Mellier G. Scott, Jr. as an editorial writer and Elizabeth Yeaman as a columnist, and others in capacities for which they may now be wholly unfit to serve the policies of the paper, and that such compulsion of respondent is in violation of the freedom of the press.

(54) Excepts to Recommendation No. 3(e) upon the grounds:

(a) That it recommends that respondent post immediately and maintain notices to its employees stating that respondent will cease and desist from the matters prohibited and enjoined by the said recommendations and stating that respondent shall, upon request, bargain in good faith with the Los Angeles Newspaper Guild, as the exclusive repre-

sentative of respondent's editorial employees, with respect to rates of pay, wages, hours of employment and other conditions of employment, whereas in truth and in fact, the said board has no jurisdiction, warrant or authority to order said posting and maintenance of said notices;

(b) That by said recommendation respondent is compelled to offer to employ Roger C. Johnson as a political editor, Mellier G. Scott, Jr. as an editorial writer and Elizabeth Yeaman as a columnist, and others in capacities for which they may now be wholly unfit to serve the policies of the paper, and that such compulsion of respondent is in violation of the freedom of the press.

(55) Excepts to Recommendation No. 3(f) upon the ground that said Board has no jurisdiction, warrant or authority to compel the respondent to file a report in writing setting forth the manner of its compliance with said recommendations.

(56) Excepts to the Recommendations as a whole upon the ground that said Recommendations, and each thereof, are wholly based upon findings which are not supported by the evidence and which are contrary to the evidence and also based on false, untrue and erroneous conclusions drawn from such findings.

Dated: October 19, 1938.

WILLIAMSON, HOGE, SARGENT & JUDSON

By WILLIS SARGENT

By J. M. McCROSKEY

United States of America
Before the National Labor Relations Board

Case No. C-947

In the Matter of

THE CITIZEN-NEWS COMPANY,
a corporation

and

LOS ANGELES NEWSPAPER GUILD

Mr. David Persinger, for the Board.
Mr. Willis Sargent and Mr. Frank B. Belcher, of Los Angeles, Calif., for the respondent.
Mr. Carey McWilliams, of Los Angeles, Calif., and Mr. A. J. Isserman, of Newark, N. J., for the Guild.
Mr. William T. Little, of counsel to the Board.

## DECISION AND ORDER

### Statement of the Case

Upon charges and amended charges duly filed by Los Angeles Newspaper Guild, herein called the Guild, the National Labor Relations Board, herein called the Board, by the Regional Director for the Twenty-first Region (Los Angeles, California), issued its complaint dated June 27, 1938, against The Citizen-News Company,[1] a corporation, Hollywood,

(1) In the complaint the respondent was denominated as Hollywood Citizen-News Company, a corporation. At the hearing the designation was specifically corrected to that appearing in the caption.

California, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce, within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. A copy of the complaint and notice of hearing thereon was duly served upon the respondent and the Guild.

The complaint alleged, in substance, that the respondent (1 discriminatorily discharged and refused to reinstate Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman, Karl Schlichter, and Helen Blair Thurlby,[2] and did thereby discourage membership in a labor organization; (2) refused to bargain collectively in good faith with the Guild, the collective bargaining agency designated by the majority of the employees in an appropriate unit; and (3) by the foregoing acts interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act. The respondent, in its answer dated July 1, 1938, denied that it had engaged in or was engaging in the alleged unfair labor practices.

Pursuant to notice duly served on the parties, a hearing was held at Los Angeles, California, on July 5, 6, 7, 8, 11, and 12, 1938, before George E. Kennedy, the Trial Examiner duly designated by the Board. The Board, the respondent, and the Guild

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(2) Incorrectly designated as Thurly in the complaint.

were represented by counsel and participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues was afforded all parties. On motion of counsel for the Board, the complaint was dismissed without prejudice as to Helen Blair Thurlby. During the course of the hearing the Trial Examiner made several rulings on other motions and on objections to the admission of evidence. At the close of the hearing, counsel for the respondent made several motions to dismiss the complaint. The Trial Examiner reserved ruling on the several motions and denied them in his Intermediate Report. The Board has reviewed the Trial Examiner's rulings and finds that no prejudicial errors were committed. The rulings are hereby affirmed.

On September 1, 1938, the Trial Examiner issued his Intermediate Report, copies of which were duly served upon the parties, in which he found that the respondent had engaged in and was engaging in unfair labor practices, within the meaning of Section 8 (1), (3), and (5) and Section 2 (6) and (7) of the Act, and recommended that the respondent cease and desist from such unfair labor practices, that it reinstate with back pay the four employees found to have been discriminatorily discharged, that it bargain in good faith with the Guild upon request, that it offer those employees who went on strike because of the respondent's failure to bargain collectively immediate and full reinstatement upon application, and that it take other affirmative action remedial of the unfair labor practices.

On October 14 and 21, 1938, the Guild and the respondent filed their respective exceptions to the Intermediate Report. Pursuant to notice, a hearing for the purpose of oral argument was had before the Board at Washington, D. C. on October 5, 1939. The Guild appeared and was represented by counsel. At oral argument, upon the request of its counsel, the Guild was granted a week within which to file a motion to reopen the record for the purpose of receiving further evidence. Thereafter the Guild requested and received an additional two weeks within which to file such motion. On November 13, 1939, counsel for the Guild notified the Board that it no longer desired to file such motion. The Board has considered the exceptions to the Intermediate Report and, in so far as they are inconsistent with the findings, conclusions, and order set forth below, finds them to be without merit.

Upon the entire record in the case, the Board makes the following:

## FINDINGS OF FACT

### I. The business of the respondent

The respondent is a California corporation, having its principal office and place of business in Hollywood, Los Angeles, California. The respondent owns, prints, and publishes the Hollywood Citizen-News, herein called the Citizen-News, and the Hollywood Advertiser. In addition, the respondent engages in job printing for commercial establishments and other newspapers.

The average daily circulation of the Citizen-News is in excess of 26,000 copies, of which the out-of-State circulation amounts to 125 copies, or about one-half of 1 per cent. The respondent is a member of the Associated Press and subscribes to the services of the United Press, both of which maintain teletype machines at the respondent's plant. The Associated Press has the privilege of using items of news and intelligence collected and edited by the respondent's employees. The items of news collected outside the State of California and transmitted to the respondent comprise approximately 21 per cent of the reading matter of the Citizen-News. The respondent subscribes to numerous syndicated services which supply materials originating outside the State of California amounting to about 17 per cent of the reading matter of the Citizen-News. The revenue derived from advertising originating outside the State amounts to approximately 10 per cent of the total advertising revenue of the Citizen-News, and more than 5 per cent of the respondent's total revenue.

The respondent uses about 350 tons of newsprint per month, all of which is shipped to the respondent from British Columbia, Canada. The purchase of newsprint constitutes 20 per cent of the total expenses of all the respondent's publications and 10 per cent of the cost of publishing the Citizen-News.

II. The organization involved

Los Angeles Newspaper Guild, otherwise known as Chapter No. 69 of the American Newspaper

Guild, is a labor organization affiliated with the Committee for Industrial Organization,[3] herein called the C. I. O. It admits to membership commercial, business, and editorial department employees of newspapers in Los Angeles and adjacent counties. The Citizen-News unit of the Guild is a subdivision thereof admitting to membership employees of the respondent employed in the above-named departments.

## III. The unfair labor practices

### A. Interference, restraint, and coercion

The record does not disclose the existence of any labor organization or concerted activity among the respondent's employees prior to July 1936. At that time a group of editorial employees petitioned Harlan G. Palmer, the respondent's president, for a pay increase. As a result individual conferences were arranged between Palmer and the individual employees, but the subject of wage increases was not discussed. Shortly thereafter, an item signed by Palmer appeared in the "Office Gossip," a mimeographed paper published by the respondent and distributed to the employees with their pay checks, requesting that employees submit grievances concerning salary and working conditions, and stating that if the grievances were disallowed and the employees were still dissatisfied, they should seek employment elsewhere. When Roger Johnson, an editorial employee, expressed his dissatisfaction with

(3 Now the Congress of Industrial Organizations.

the results of the conferences to Harwood Young, the business manager of the Citizen-News, the latter stated that Palmer was adverse to acting under suggestions from "pressure groups."

In September and October 1936 the Los Angeles Chapter of The American Newspaper Guild and the Citizen-News Chapter thereof were organized. At various times thereafter certain supervisory employees made disparaging remarks about the Guild. Thus Harold Swisher, Harwood Young, and Harold Wynn, who are respectively managing editor, business manager, and assistant business manager of the Citizen-News, commented unfavorably on the Guild's emphasis on "economics" rather than "ethics" in conversations with Roger Johnson and James Crow, editorial employees of the Citizen-News. Swisher, and at a later date, Harry Brandon, display advertising manager of the Citizen-News, criticized Guild settlements of strikes, the former saying that he did not see what had been achieved by the strikes and the latter, referring to a particular strike, stated that he would be ashamed to belong to an organization that was party to such a settlement.

In June 1937 the American Newspaper Guild held a convention at which it voted, subject to a referendum, to join the C. I. O. and admit non-editorial employees to membership. About this time Swisher in speaking to Johnson questioned the advisability of the Guild's affiliating with the C. I. O. Some time later, in the fall of 1937, in connection with stories concerning strikes, he remarked to

James Lindsey, Herman Reuters, and John Watts, editorial employees and Guild members who worked at the copy desk, that he believed in unions, but thought that the C. I. O. was carrying things too far. He inquired, "You fellows belong to the C. I. O., don't you, the Guild?"

On one occasion after the Guild convention, Young asked Johnson whether the Guild intended to organize the business department. At another time, the date of which does not appear in the record, he expressed the belief that the Guild should be limited to the editorial department. In like vein, Harry Brandon told Johnson that he disapproved of unions for professional people. On one occasion the manager of the classified advertising department told Karl Schlichter that Palmer would never sign a union contract and that the editorial employees were making a mistake seeking higher wages.

However, the burden of discouraging union activity among the employees of the business department seems to have been taken up by Brandon, the display advertising manager. In the course of his duties as display advertising manager, he held meetings of the advertising salesmen. He devoted several of these meetings exclusively to the topic of unions, speaking critically on the subject of unions in general and the Guild in particular. Specifically he complained that the Guild had changed the newspapermen's attitude, that they had lost interest in their work and only wanted to "put in eight hours, and watch the clock." On another occasion, he com-

plained that the white-collar worker was caught between the business and laboring class and prophesied that some day the white-collar workers "are going to get ourselves some guns and go out and shoot those union bastards."

In October 1937 Brandon applied for membership in the Guild and urged Johnson to secure his admission. The Guild refused to accept him as a member, fearing that his move was an attempt to dominate the Guild or at least the advertising salesmen in it. Shortly thereafter, at a meeting of the salesmen, Brandon remarked, "you fellows have certainly tried to screw me up," and at another meeting a few days later, he said: "you are thinking too much of unions and not doing your work." Late in October 1937, at another meeting at which he again discussed unions, Brandon again complained that the men were not working hard enough and issued an order that they would have to work on Saturdays, despite the fact that there was little to be done in the department on that day. For a time thereafter the salesmen were required to work on Saturdays. When Johnson complained to Business Manager Young that the men felt that they were being discriminated against because of their Guild activity, the latter remarked that Brandon had a bad temper and had acted hastily and promised to speak to Brandon to see what could be done about the matter.

Thus for a period of over a year, the respondent conducted a campaign of criticism and disparagement of the Guild. The purpose of the campaign is

made all the more apparent by virtue of its relative intensity in the business department shortly before and after June 1937 when the Guild convention voted to extend its jurisdiction to employees of that department.

In late June 1937, about the time of the Guild convention, at the request of the respondent, committees representing the various departments were formed by the employees and met with the respondent to discuss wages, working conditions, and grievances. At these meetings, the respondent proposed contracts to the various committees. The business department entered into a contract, through its committee, but the editorial and the classified-advertising departments refused. When the editorial-department employees informed Palmer that they would not violate the Guild constitution and deal directly with him through a committee, Palmer asked, "Don't you know what you want? Can't you make up your own minds? Do you prefer to have someone in Washington or New York or some place dictate to you?" On several other occasions Young and Brandon also commented unfavorably on the Guild's practice of using outside negotiators.

When the classified-advertising department employees, being desirous of acting through the Guild, refused to sign the contract offered by the respondent, Young informed them that their salaries would be the first to be reduced in the event that business decreased since the other departments would be protected under their contracts. While on one occasion

this remark was made in answer to a question of the employees, on another occasion it was entirely gratuitous.

Thus, while in 1936 the respondent discouraged collective activity, in 1937 after the appearance of the Guild it encouraged the formation of bargaining committees and sought contractual relations with them. It is apparent that the respondent altered its policy of dealing with its employees in order to head off the organizational campaign of the Guild.

On December 15, 1937, the Guild and the respondent commenced a series of negotiations which continued over a period of 5 months. On May 13, 1938, the parties tentatively agreed upon a contract. On May 14 and 16 the respondent discharged five Guild members. A strike ensued and the negotiations terminated.[4]

During the collective bargaining negotiations with the Guild, the respondent sought to discuss matters directly with the employees involved. Thus, the original contract proposed by the Guild provided that no reporter should do photographic work. During the discussion of that provision at a meeting between Palmer and the negotiators, Selby Calkins, an employee who had previously been assigned to such tasks, and who was present as an observer, was called upon to express his opinion. He stated

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(4) The question of whether the discharges were discriminatory or whether the respondent's actions constituted a refusal to bargain in good faith is discussed below.

that he was desirous of performing only reportorial work. In discussing the matter, C. H. Garrigues, the executive secretary of the Guild, used the words "speed-up" and "stretch-out." The following day when Calkins was waiting to make a telephone call, Swisher, the managing editor, remarked that the "speed-up" and "stretch-out" did not appear to be disturbing him. A few moments later when Calkins passed his desk, Swisher said, "Jake, I don't understand you." Upon questioning by Calkins, he admitted that he had reference to Calkins' statement at the conference. Swisher thereupon sought to discuss other matters involved in the contract, but desisted promptly upon request. In similar vein, Swisher informed Alexander Swan, an editorial employee that if the Guild continued the contract negotiations, he would be negotiating himself out of a job inasmuch as retrenchment would be necessary if concessions were made to the Guild. Swisher also made a similar remark about Swan to Crow. On another occasion Young told Schlichter, a business-department employee who was subsequently discharged, that the progressive wage scale and severance pay provisions of the proposed contract would cause discharges and that Stanley Speer and one other employee would lose their jobs. The foregoing statements of supervisory employees were plainly calculated to destroy the prestige of the Guild and inculcate in the minds of the employees the fear that the efforts of their representatives would be profitless.

We find that by the continuing expressions of criticism and disparagement of the Guild, the criticism of the use of outside negotiators, the attempt to secure contracts with employees' committees in the various departments, the threat to cut wages in the event that the classified-advertising employees failed to sign a contract, and the threat to discharge employees if a contract with the Guild was consummated, the respondent interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

B. The alleged refusal to bargain[5]

The complaint alleges in substance that the respondent failed to bargain in good faith with the Guild. Between December 22, 1937, when the parties held their first bargaining conference, and May 13, 1938, when they held their last, the respondent met with the Guild on at least nine occasions, agreed to many of the Guild's proposals, and submitted four counterproposals. On May 13, 1938, the parties agreed upon a contract subject to the approval of the Citizen-News unit of the Guild and the international union. The contract contained provisions for wages and hours, severance indemnity, overtime, and other conditions of work; and appears to have been

(5) The respondent and the Guild bargained on behalf of the employees in the editorial department. It was not disputed that during the negotiations the Guild represented a majority of the respondent's employees in this department.

satisfactory to the Guild and the employees affected.

On many occasions during negotiations Palmer indicated that the adoption of many of the Guild proposals would necessitate the discharge of several employees. At the meeting of May 13, after all the terms of the contract had been agreed upon, Palmer informed the negotiators that he intended to discharge three employees and offered to furnish their names to the Guild. On May 14 and 16 Johnson, Scott, Yeaman, Thurlby, and Schlichter were discharged. On May 14, following the discharge of Johnson, Scott, and Yeaman, the Guild voted to strike. On May 17, upon the respondent's refusal to reinstate these employees, the Guild members went out on strike. At the time of the hearing the strike was still in effect and the contract had not been ratified.

During the oral argument before the Board, counsel for the Guild stated that "In July 1938, there was a strike settlement and the publishers signed the agreement . . . which had not been executed at the time the strike was called." We find below that the discharges did not constitute unfair labor practices.

We do not find that the respondent failed to bargain in good faith with the Guild within the meaning of Section 8 (5) of the Act.

C. The discharges

On May 14 and 16, the respondent discharged five employees. The complaint alleges that the employees

were discriminatorily discharged because of union membership and activity. The respondent contends that its action was impelled by a decline in business which rendered a policy of retrenchment advisable.

Palmer testified that business started to decrease in August 1937, reached its low in December, 1937, and continued at that level until the time of the discharges. In support of this statement, the respondent showed that the operations of the Citizen-News which had yielded a profit of $27,000 for the first 5 months of 1937, showed a loss of $1800 for the same period of 1938. Display-advertising revenues of the respondent had fallen from $170,000 during the first 4 months of 1937 to $150,000 in the corresponding period of 1938. In short, according to Palmer, expenses increased and income decreased. Thus early in the negotiations, Palmer informed the negotiators that a policy of retrenchment might become necessary because of economic conditions. Again, at the meeting of May 13, he informed the negotiators that he intended to discharge three employees and inquired if they wanted to know the names of the three. The negotiators replied in the negative saying that if the discharges were being made for the purposes of economy, they were not concerned. According to Palmer, he determined to effect the desired economies by reducing the amount of reading matter in the paper as well as the size of the staff. The amount of reading matter was reduced sometime in March or April. He testified

that he decided to delay the staff reductions until a time when all other matters were agreed upon, in order that such discharges might not disturb the negotiations.

Editorial Department. At the outset, it should be noted that all the employees in the respondent's editorial department were members of the Guild, and accordingly the fact that all the discharged employees were members thereof is of little importance. Palmer testified that his original plan was to reduce the editorial department pay roll by $150, that he selected his assistant, Scott, and then determined that he could best spare one general reporter and one member of the drama department. For the reasons stated below, he determined to discharge Yeaman and Johnson.

Mellier Scott, employed chiefly as an editorial writer and editor of the readers' letters column, worked directly under Palmer. He was not a particularly active Guild member. In March 1938, when he requested a leave of absence, Palmer informed him that although there was nothing to prevent it, he could not guarantee him or anyone else a job 2 months hence because of business conditions. Palmer testified that he decided to take over Scott's work himself, and thus not unduly curtail the managing editor's staff.

Elizabeth Yeaman was an active Guild member, having served as secretary-treasurer of the Citizen-News unit of the Guild. At the conference between Palmer and the editorial employees in June 1937,

at which Palmer proposed a contract, she answered Palmer's query of whether they were not capable of bargaining for themselves with the statement that newspapermen were not and never had been capable of bargaining for themselves. A few days later her title of drama editor was taken from her and given to Crow. She admits, however, that Crow had theretofore been performing the editor's functions without the title. Upon her inquiring of Palmer whether or not he considered her demoted, a stormy session ensued in which Palmer cursed and swore at her and at the conclusion of which he informed her that if she should receive an offer of another position she should feel free to accept it. Thereafter Swisher urged Crow on several occasions to take over certain duties in connection with the drama department as his prerogative as editor. Palmer testified that, having determined to discharge one of the two drama-department employees, his choice lay between Crow, the president of the Citizen-News unit of the Guild, and Yeaman, its secretary-treasurer; that Crow was better at technical matters of make-up and caption writing, a fact admitted by Yeaman herself; and that Yeaman's work as a columnist was to a certain extent paralleled by syndicated columns to which the respondent subscribed.

Roger Johnson was perhaps the most active Guild member in the respondent's employ. He was one of the founders and had served as the first president of the Los Angeles Chapter of the American News-

paper Guild, and at the time of his discharge was a vice president thereof. The management frequently spoke to him about matters concerning the Guild rather than to the officers of the local unit and many of the statements outlined in Section III A, above, were directed to Johnson. In the course of his employment Johnson wrote a great number of feature stories and also covered the meetings of various breakfast and luncheon clubs. When the respondent reduced the amount of reading matter, it considerably reduced the amount of feature stories and eliminated the coverage of several of the eating clubs. Palmer testified that having decided to discharge one of the three general reporters, his choice lay between Johnson, Simonton, and Calkins. Calkins was an active Guild member, having served as acting treasurer of the Citizen-News unit and as a member of one of the Guild negotiating committees. Simonton was a delegate to the local C.I.O. Unit Council. According to Palmer's uncontradicted testimony, Simonton was the best reporter of the group. He further testified that Calkins' ability as a photographer and his greater versatility made Johnson the logical choice for discharge. Although Calkins was not assigned to the duties of a relief photographer in the schedule of assignments that the respondent posted on May 14, the schedule was an informal one.

Business Department. Palmer testified that, in accordance with his retrenchment policy, he re-

quested Young to estimate the value of all the employees working in his department and recommend discharges, and that Young recommended the discharge of Thurlby and Schlichter. Since the Trial Examiner, on motion of counsel for the Board, dismissed the complaint as to Thurlby without prejudice, we are no longer concerned with her case. Karl Schlichter was engaged primarily in preparing statistics concerning the Hollywood market area. Palmer testified that in the past the respondent had operated without anyone performing Schlichter's function, that national advertising, with which Schlichter's activities were primarily concerned, had decreased 40 per cent, and that it was accordingly a logical move to discharge him. There is no evidence that Schlichter was a particularly active member of the Guild.

Conclusions. Business conditions had long warranted a policy of retrenchment. Although the respondent delayed putting such policy into effect until the time the contract was submitted for ratification, it warned the employees of its intentions on several occasions prior thereto. Had it desired to disrupt and terminate negotiations as alleged in the complaint, we see no reason why the same discharges made during the course of the negotiations would not have been equally effective. The respondent's explanation that it delayed to avoid disrupting and terminating negotiations is reasonable. There is no evidence that the retrenchment

was excessive, or that new employees were hired to take the place of the discharged employees.[6]

The sole question remaining is whether the respondent discriminated in selecting the employees to be discharged in order to discourage union activity. In the editorial department, all employees were members of the Guild, and accordingly membership in the Guild, alone, is insufficient to show discrimination. No other reason is offered to substantiate the charge of discrimination in the case of Scott. Johnson and Yeaman were officers of the Guild and active therein. However, the respondent has given a reasonable explanation for its choice and the other employees whom the respondent would have been required to discharge as an alternative to the two selected were also active Guild members. The quarrel between Yeaman and Palmer, though acrimonious at the time, occurred about a year before the discharge. Although the Guild did not have unanimous membership in the business department of the Citizen-News, the choice of Schlichter, whose job was a newly created one and whose work was not immediately productive in a concrete way, was not an unreasonable move for an employer to make when faced with losses and the need for retrenchment.

We find that the respondent has not discriminated in regard to the hire and tenure of employment of

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[6]The strike was still in progress at the time of the hearing.

Roger C. Johnson, Mellier G. Scott, Jr., Elizabeth Yeaman, and Karl Schlichter to discourage membership in the Guild.

## IV. The effect of the unfair labor practice upon commerce

We find that the activities of the respondent set forth in Section III A, above, occurring in connection with the operations of the respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

## V. The remedy

Having found that the respondent has engaged in certain unfair labor practices, we will order that it cease and desist from such practices and, to effectuate the purposes of the Act, we will order the respondent to post notices stating that it will so cease and desist. The respondent's employees will thus be assured that they may exercise the rights guaranteed by the Act without fear of interference, restraint, or coercion.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, the Board makes the following:

## CONCLUSIONS OF LAW

1. Los Angeles Newspaper Guild is a labor organization, within the meaning of Section 2 (5) of the Act.

2. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in and is engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

3. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

4. The respondent has not discriminated in regard to the hire and tenure of employment of Roger C. Johnson, Mellier J. Scott, Jr., Elizabeth Yeaman, and Karl Schlichter, and has not thereby discouraged membership in a labor organization, within the meaning of Section 8 (3) of the Act.

5. The respondent has not engaged in unfair labor practices, within the meaning of Section 8 (5) of the Act.

## ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, The Citizen-News Company, a corporation, and its officers, agents, successors, and assigns shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining and other mutual aid and protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Immediately post notices in conspicuous places throughout its plant and maintain such notices for a period of at least sixty (60) consecutive days, stating that the respondent will cease and desist in the manner aforesaid;

(b) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

And it is further ordered that the allegations of the complaint charging the respondent with engaging in unfair labor practices within the meaning of Section 8 (3) and (5) of the Act be, and they hereby are dismissed, but that such dismissal of the allegations with respect to violations of Section 8 (3) of the Act shall be without prejudice to any and all rights of Helen Blair Thurlby.

Signed at Washington, D. C., this 26th day of March, 1940.

J. WARREN MADDEN
Chairman

(Seal) EDWIN S. SMITH
Member

WM. M. LEISERSON
Member

National Labor Relations Board

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In the United States Circuit Court of Appeals
for the Ninth Circuit

No. 9994

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

THE CITIZEN-NEWS COMPANY, A CORPORATION,
Respondent.

PETITION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act (Act of July 5, 1935, 49 Stat. 449, c. 372, 29 U. S. C. §151 et seq.),

respectfully petitions this Court for the enforcement of its order against respondent, The Citizen-News Company, a corporation, and its officers, agents, successors, and assigns. The proceeding resulting in said order is known upon the records of the Board as "In the Matter of The Citizen-News Company, a corporation and Los Angeles Newspaper Guild, Case No. C-947."

In support of this petition, the Board respectfully shows:

(1) Respondent is a California corporation, engaged in business in the State of California, within this judicial circuit, where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, and including, without limitation, a complaint, respondent's answer to complaint, hearing for purpose of taking testimony and receiving other evidence, Intermediate Report, respondent's exceptions, and oral argument before the Board, the Board, on March 26, 1940, duly stated its findings of fact, conclusions of law, and order directed to respondent, The Citizen-News Company, a corporation, and its officers, agents, successors, and assigns. The aforesaid order provides as follows:

## ORDER

Upon the basis of the above findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, The Citizen-News Company, a corporation, and its officers, agents, successors, and assigns shall:

1. Cease and desist from in any manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining and other mutual aid and protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Immediately post notices in conspicuous places throughout its plant and maintain such notices for a period of at least sixty (60) consecutive days, stating that the respondent will cease and desist in the manner aforesaid;

(b) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order what steps the respondent has taken to comply herewith.

(3) On March 26, 1940, the Board's decision and order was served upon respondent by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Willis Sargent, Esquire, respondent's attorney in Los Angeles, California.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, the Board is certifying and filing with this Court the transcript of the entire record in the proceeding before the Board, including the pleadings, testimony, evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondent and that this Court take jurisdiction of the proceedings and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the order made thereupon set forth in paragraph (2) hereof, a decree enforcing in whole said order of the Board, and requiring respondent, and its officers, agents, successors, and assigns, to comply therewith.

NATIONAL LABOR RELATIONS BOARD

By LAURENCE A. KNAPP,
Associate General Counsel.

Dated at Washington, D. C., this 5th day of December, 1941.

District of Columbia—ss.

Laurence A. Knapp, being first duly sworn, states that he is Associate General Counsel of the National Labor Relations Board, petitioner herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing petition and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information, and belief.

LAURENCE A. KNAPP,
Associate General Counsel.

Subscribed and sworn to before me this 5th day of December, 1941.

[Seal] DANIEL T. GHENT, JR.,
Notary Public, District of Columbia.

My commission expires August 31, 1944.

[Endorsed]: Filed Dec. 9, 1941. Paul P. O'Brien, Clerk.

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CCA 9: #9994.

[ORDER TO SHOW CAUSE.]

United States of America—ss.

The President of the United States of America
To The Citizen-News Company, a corporation, 1545 N. Wilcox Avenue, Hollywood, California, and Los Angeles Newspaper Guild, 1031 S. Broadway, Los Angeles, California, Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U. S. C. A. Title 29 (National Labor Relations Board Act, Section 10(e) ), you and each of you are hereby notified that on the 9th day of December, 1941, a petition of the National Labor Relations Board for enforcement of its order entered on March 26, 1940, in a proceeding known upon the records of the said Board as "In The Matter of the Citizen-News Company, a corporation, and Los Angeles, Newspaper Guild, Case No. C-947," and for entry of a decree by the United States Circuit Court of Appeals for the Ninth Circuit, was filed in the said United States Circuit Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Circuit Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Harlan Fiske Stone, Chief Justice of the United States, this 9th day of December in the year of our Lord one thousand nine hundred and forty-one.

[Seal] PAUL P. O'BRIEN,
Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

RETURN ON SERVICE OF WRIT

United States of America,
Sou. District of Calif.—ss.

I hereby certify and return that I served the annexed order to show cause on the therein-named, Los Angeles Newspaper Guild, by handing to and leaving a true and correct copy thereof with Urcel Daniel, its administrative officer, personally at Los Angeles, Cal., in said District on the 10th day of December, 1941.

ROBERT E. CLARK,
U. S. Marshal.
By JOHN P. BROOKE,
Deputy.

Marshal's Fees—$4.00
Mileage—$ .30
Expenses—$.....
Total—$4.30

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RETURN ON SERVICE OF WRIT

United States of America,
Sou. District of Calif.—ss.

I hereby certify and return that I served the annexed order to show Cause on the therein-named The Citizen-News Company, a corporation, by handing to and leaving a true and correct copy thereof with Mr. Charles D. Thompson, its secretary, per-

sonally at Los Angeles, Calif., in said District on the 10th day of December, 1941.

ROBERT E. CLARK,
U. S. Marshal.
By JOHN P. BROOKE,
Deputy.

[Endorsed]: Filed Dec. 15, 1941. Paul P. O'Brien, Clerk.

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[Title of Circuit Court of Appeals and Cause.]

## ANSWER OF RESPONDENT, THE CITIZEN-NEWS COMPANY, TO PETITION FOR ENFORCEMENT OF AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States Circuit Court of Appeals for the Ninth Circuit:

The Citizen-News Company, Respondent in the above entitled matter, in accordance with Section 10 (e) of the National Labor Relations Act (49 Stat. 449, Chapter 372, approved July 5th, 1935), hereby answers the Petition presented to this Honorable Court for the enforcement of a certain Order of the National Labor Relations Board, hereinafter referred to as the "Board".

In answer to the said Petition to this Honorable Court, Respondent respectfully admits, denies and alleges as follows:

(1) Admits the allegations contained in paragraph (1) of said Petition to the extent that Re-

spondent is a California corporation, engaged in business in the State of California, within this judicial circuit, but denies the allegations that it committed any unfair labor practices or that any unfair labor practices occurred by reason of Respondent or its operations in any manner whatsoever, and denies that this Court has jurisdiction of or over this Petition by virtue of Section 10 (e) of the National Labor Relations Act, or otherwise, for the reason that the activities and operations of Respondent, whether as set forth by the Board in the Order sought to be enforced in this proceeding, or otherwise, do not have a close, intimate or substantial relation to trade, traffic or commerce among the several states, and do not lead, or tend to lead, to labor disputes burdening or obstructing commerce, or the free flow of commerce.

(2) Admits the allegations contained in paragraph (2) of said Petition to the extent that proceedings were had in the said manner before the Board and that on March 26th, 1940, the Board did issue and direct its Order to Respondent in the language set forth in said paragraph (2) of the said Petition, but Respondent denies that there was oral argument by Respondent before the Board, and Respondent further denies that the Board had, or has, jurisdiction over Respondent, either for the purpose of proceeding against Respondent, or for the purpose of issuing or directing its Order to Respondent, or otherwise, in any manner whatsoever,

for the reasons set forth in paragraph (1) above of Respondent's answer to the Board's Petition.

(3) Admits the allegations of paragraph (3) of said Petition.

(4) Admits the allegations contained in paragraph (4) of said Petition, except that Respondent denies the Board had, or has, jurisdiction over Respondent to so proceed under Section 10 (e) of the National Labor Relations Act, or otherwise, as it is seeking to proceed by its Petition to this Court.

(5) In further answering the Board's Petition, Respondent respectfully alleges that the Board's Findings of Fact as to those matters set forth in its said Order, for which it seeks enforcement from this Court, are not supported by the substantial and material evidence introduced and received at the trial; and that its Findings of Fact are inadequate, incomplete and insufficient in that important facts which are conclusively established by substantial and material evidence in the case have been disregarded or ignored by the Board; and that its Conclusions of Law pertaining to the matters contained in its said Order, and the provisions themselves set forth in its said Order, for which it seeks enforcement from this Court, are invalid and void as to Respondent, and based on improper, insufficient and unsupported Findings of Fact, unwarranted by the substantial and material evidence contained in the record in this case.

(6) In further answering the Board's Petition, Respondent respectfully alleges that it set forth in

its Exceptions to the Intermediate Report of the Examiner, who presided at the hearing, its objections to certain of his Findings, later adopted by the Board, to certain of his Conclusions of Law, also adopted by the Board, and to certain of his Recommendations, later adopted by the Board, all as portions of the Order which it now seeks to enforce; that the Board erroneously, arbitrarily and in abuse of its discretion, overruled, disregarded and failed to take into consideration certain of Respondent's exceptions to the said Intermediate Report of the Examiner; and that since the said Exceptions are part of the record in this case and are to be printed as part of the transcript of record herein, Respondent hereby incorporates each and every objection contained therein, insofar as applicable to the order of the Board sought to be enforced herein, and to the Findings of Fact and Conclusions of Law upon which the said Order is purported to be based, as fully and completely as if entirely set forth herein.

(7) In further answering the Board's Petition, Respondent respectfully alleges that the said Order of the Board, and each and every part thereof, insofar as directed to compliance by Respondent, is invalid and void for the following reasons:

(a) That Paragraphs (1) and (2) of the said Order as drawn, if enforced, would deprive Respondent and its officers, agents, successors or assigns, of their freedom of speech and the freedom of press under Amendment 1 to the Constitution of the United States.

(b) That paragraph (2) of the said Order as drawn, if enforced, would deprive Respondent of the protection of Amendment 5 of the Constitution of the United States, in that the National Labor Relations Act, when construed under the requirement of the due process clause of the said Amendment 5 to the Constitution of the United States, does not and could not authorize the Board to order and require Respondent to post any notices admitting, stating or implying that it has heretofore engaged in any unfair labor practices, or that it will cease and desist from engaging in any such unfair labor practices in the future.

Wherefore: Respondent prays that the Petition herein be dismissed, that the Board's Order insofar as directed to Respondent be set aside, and that Respondent be given such other and further relief in the premises as to the Court may seem just and proper.

Dated: This 17th day of December, 1941.

THE CITIZEN-NEWS COMPANY
By HARLAN G. PALMER,
President.

WILLIS SARGENT,
Attorney for Respondent,
Suite 622, Title Insurance Bldg.
433 South Spring Street,
Los Angeles, California.
Telephone: MIchigan 7434.

State of California
County of Los Angeles—ss.

Harlan G. Palmer, being by me first duly sworn, deposes and says:

That he is the President of The Citizen-News Company, Respondent in the above entitled action; that he has read the foregoing Answer of Respondent, The Citizen-News Company, to Petition for Enforcement of an Order of the National Labor Relations Board, and knows the contents thereof; and that the same is true of his own knowledge, except as to the matters which are therein stated upon his information or belief, and as to those matters that he believes it to be true.

That he makes this verification for and on behalf of The Citizen-News Company, Respondent herein.

HARLAN G. PALMER.

Subscribed and Sworn to before me this 17th day of December, 1941.

(Seal) EDITH CETTO,
Notary Public in and for the County of Los Angeles, State of California.

[Endorsed]: Filed Dec. 19, 1941. Paul P. O'Brien, Clerk.

[Title of Circuit Court of Appeals and Cause.]

## ANSWER OF LOS ANGELES NEWSPAPER GUILD TO PETITION OF NATIONAL LABOR RELATIONS BOARD FOR ENFORCEMENT OF ORDER OF SAID BOARD.

Comes now the Los Angeles Newspaper Guild, and for answer to Petition for Enforcement of an Order of The National Labor Relations Board, admits, denies and alleges:

I.

The Los Angeles Newspaper Guild admits each, every and all of the allegations of the Petition of the National Labor Relations Board for enforcement of the Order of said National Labor Relations Board, dated March 26th, 1940, and set forth in full in said Petition.

Wherefore, Los Angeles Newspaper Guild prays that this Honorable Court take jurisdiction of the proceedings and questions determined therein, and make its Order herein enforcing in whole said Order of the National Relations Board, and requiring respondent, Citizen-News Company, a corporation, its officers, agents, successors, and assigns to comply therewith.

LOS ANGELES NEWSPAPER GUILD,

By URCEL DANIEL,

Administrative Officer.

Dated at Los Angeles, California, this 18th day of December, 1941.

JOHN A. CRONIN,
Attorney for Los Angeles
Newspaper Guild.

United States of America,
State of California,
County of Los Angeles—ss.

Urcel Daniel, being first duly sworn, states that she is the Administrative Officer of the Los Angeles Newspaper Guild, whose Answer is being filed herein, and that she is authorized to and does make this verification on behalf of said Los Angeles Newspaper Guild; that she has read the foregoing Answer of the Los Angeles Newspaper Guild, and knows the contents thereof, and the statements made therein are true to the best of her knowledge, information and belief.

URCEL DANIEL.

Subscribed and sworn to before me this 19 day of December, 1941.

(Seal) JOHN A. CRONIN,
Notary Public in and for the County of Los Angeles, State of California.

My Commission Expires August 2nd, 1942.

[Title of Circuit Court of Appeals and Cause.]

## AFFIDAVIT OF SERVICE OF ANSWER OF LOS ANGELES NEWSPAPER GUILD TO PETITION OF NATIONAL LABOR RELATIONS BOARD FOR ENFORCEMENT OF ORDER OF SAID BOARD.

State of California,
County of Los Angeles—ss.

John A. Cronin, being first duly sworn, deposes and says that he is a citizen of the United States, over the age of 21 years, and not a party to the within entitled action, and is the attorney of record for Los Angeles Newspaper Guild; that affiant's business address is 453 S. Spring Street, Los Angeles, California; that affiant served copies of the Answer of Los Angeles Newspaper Guild to Petition of National Labor Relations Board for Enforcement of Order of said Board, on file herein, on the National Labor Relations Board, and Willis Sargent, attorney for respondent, The Citizen-News Company, a corporation by placing a copy of said Answer in an envelope addressed to

Willis Sargent, Attorney at Law, 622 Title Insurance Bldg., Los Angeles, Cal.,

and one copy in an envelope addressed to

National Labor Relations Board, Washington, D. C.

That each of said envelopes was sealed and postage fully prepaid thereon, and thereafter and on December 19th, 1941, were deposited in the United States Post Office at Los Angeles, California. That

there is a delivery service by United States Mail at the places so addressed or regular communication by United States mail between the place of mailing and the place so addressed.

JOHN A. CRONIN.

Subscribed and sworn to before me, this 19th day of December, 1941.

(Seal) GEORGE H. PRATT,
Notary Public in and for said County and State.

[Endorsed]: Filed Dec. 20, 1941. Paul P. O'Brien, Clerk.

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Before the National Labor Relations Board
Twenty-First Region

Case No. XXI-C-701

In the Matter of:

THE HOLLYWOOD CITIZEN-NEWS COMPANY, a corporation

and

LOS ANGELES NEWSPAPER GUILD.

## TESTIMONY

Room 442, Pacific Electric Bldg.
Sixth and Main Streets
Los Angeles, California
Tuesday, July 5, 1938

The above-entitled matter came on for hearing, pursuant to notice, at 9:40 o'clock a. m.

Before:

George E. Kennedy, Trial Examiner.

Appearances:

David Persinger, Attorney on behalf of the National Labor Relations Board.

Willis Sargent, 810 Title Insurance Bldg., Los Angeles, California, on behalf of the Respondent The Hollywood Citizen-News Company, and Frank B. Belcher, 808 Security Bldg., Los Angeles, California, on behalf of the Respondent.

Carey McWilliams, 900 Spring Arcade Building, Los Angeles, California, on behalf of Los Angeles Newspaper Guild, Complainant.

[1*]

## PROCEEDINGS

(Conference between counsel.)

Mr. Sargent: Your Honor, may I say at the start that Mr. Frank Belcher is associated in this case. His mother died yesterday I am informed, and therefore, it may be a day or two before he is with us in person. I have asked that he be noted as one of the counsel in the case.

Trial Examiner Kennedy: The reporter will so note.

Mr. Sargent: Before we begin the case, your Honor, I would like to refer to the answer, page

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*Page numbering appearing at top of page of original Reporter's Transcript.

12, lines 28 and 29. The date is given in the answer as Tuesday, May 13. That is a typographical error and should have been Tuesday, May 17, as apparent from reading the paragraph, and I ask that the answer be changed at this time to conform to that date, of May 17.

Trial Examiner Kennedy. The request will be granted.

There is one formal announcement which I am required to make, and I might as well make it at this time for the record.

All parties are informed that the Board's reporter makes the only official transcript of these proceedings. Citations, briefs, or arguments based upon the record must cite the official transcript in all references to the record. The Board will not certify any transcript other than its official transcript for use in any court litigation.

Mr. Persinger: May it please the Examiner, I think the record should show that for the past approximately one hour [2] counsel for the Board and counsel for the Respondent have been working on a Board exhibit and on a stipulation.

I will offer as Board's Exhibit 1 the evidence file containing copy of the original charge filed May 16 by the Los Angeles Newspaper Guild, copy of the amended charge filed June 24; the complaint and notice of hearing issued June 27; affidavit of service of the complaint, and notice of hearing on the Respondent and Mr. Sargent as counsel for Respondent, on the complaining Guild, on Carey Mc-

Williams as attorney for the Guild—Carey McWilliams may appear later—I don't know; he hasn't told me—the return receipts signed by Respondent, Respondent's counsel and by Mr. McWilliams; amended notice of hearing which corrected a typographical error in the notice of hearing, which amended notice of hearing was issued June 29; the affidavit of service of the amended notice of hearing on Respondent, Respondent's counsel, the Guild, and the Guild's counsel; and return receipts by Respondent, Respondent's counsel, and counsel for the Guild, and the answer of Respondent.

I will call the Examiner's attention to the fact that the Respondent's answer admits that the Guild is a labor organization and does not question the unit.

I offer this as Board's Exhibit 1.

Trial Examiner Kennedy: It will be so received.

(Thereupon the documents above [3] referred to were received in evidence and marked as Board's Exhibit No. 1.)

Mr. Persinger: I wish to ask leave to amend the complaint, to change the style of the case from "Hollywood Citizen News Company" to read, "The Citizen News Company," in accordance with the answer filed by Respondent.

Mr. Sargent: No objection.

Trial Examiner Kennedy. It will be granted.

Mr. Persinger: I wish to amend paragraph 8 of the complaint which sets out the unit to more

definitely state the individuals excluded. Paragraph 8 merely says that certain supervisory officials shall be excluded, and doesn't specify which ones. I wish the unit to be the editorial staff as set forth in that paragraph, excluding Mr. Swisher, the managing editor, Mr. Harold Hubbard, the city editor, and Miss Zuma Palmer, the radio editor.

Mr. Sargent: No objection.

Trial Examiner Kennedy: Leave granted.

Mr. Persinger: And I also at this time wish to dismiss the complaint without prejudice as to Helen Blair Thurly, who is ill and who is unable to appear and testify.

Trial Examiner Kennedy: It will be granted.

Mr. Persinger: It is then agreed between counsel for the Board and counsel for Respondent that we may stipulate that the evidence introduced on the question of the Board's [4] jurisdiction and the business of the company in case No. XXI-C-606, being the case of the Citizen News Company—I believe Hollywood Citizen News Company, as it was originally—and the International Typographical Union, that the Board may consider the evidence relating to the Board's jurisdiction which was made a part of that record, as a part of this record, and may base their findings of fact on jurisdiction on that evidence.

[Clerk's Note: Excerpts from case No. XXI-C-606 set forth at pages 168 to 231 of this printed record.]

Mr. Sargent: That is agreeable, it being understood that the denial of jurisdiction is just as strong in this case as in that one.

Mr. Persinger: We may as well settle one other formality. It is customary that where objections are made, or motions are made, that it is not necessary to take an exception to adverse rulings; that the exception is covered automatically.

Trial Examiner Kennedy: That was covered by a recent Supreme Court decision. There was some comment on that situation.

Mr. Sargent: May it please the Examiner, I have no objection to the amendment by counsel of the Board of paragraph 8 of the complaint and the inclusion of the names of the three alleged supervisory employees. I do not wish that stipulation to be taken to admit that each of those three has the authority alleged in the complaint to hire or discharge; and while I have no objection to the amendment, I want to make it plain [5] that our answer, in admitting paragraph 8, as originally drawn, does not now, because paragraph 8 in the complaint has been amended, carry with it the admission that those three employees have the power to hire or discharge.

Trial Examiner Kennedy: It will be so understood.

Mr. Persinger: If the Examiner please, perhaps I didn't make the amendment clear. I wish to substitute the three specific individuals for the general clause, "supervisory employees with authority to hire or discharge," and I will later introduce evi-

dence to show why those are properly excluded from the unit. So the phrase as used there, "exclusive of supervisory employees with authority to hire and discharge," should be struck altogether and should read, exclusive of the three persons I have named.

Mr. Sargent: We would have no objection to the amendment of paragraph 8 if the words "with authority to hire or discharge" were stricken from the section or paragraph.

Trial Examiner Kennedy: I think the matter is straight now, and understood by counsel.

[Clerk's Note: Here follows excerpts from case No. XXI-C-606 "In the Matter of Hollywood Citizen-News and Los Angeles Typographical Union, Local No. 174". These excerpts end at page 231 of this printed record.] [6]

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[Excerpts from Case No. XXI-C-606.]

HARLAN G. PALMER

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Walsh) Will you state your name, please? A. Harlan G. Palmer.

Q. Where do you live, Mr. Palmer?

A. At 926 North Orlando, Hollywood, California.

Q. What is your business or occupation?

A. Publisher.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. And what do you publish?

A. Publish the Hollywood Citizen-News.

Q. That is a daily paper?

A. Yes, sir.

Q. What is the address of that publication?

A. 1545 North Wilcox Avenue, Hollywood, California.

Q. Who owns the physical properties of the paper?

A. A corporation, the Citizen-News Company.

Q. Do you hold any office with that corporation?

A. President of the Company.

Q. How long have you been the president of that corporation? A. Since its inception in 1931.

Q. How old a publication is the Hollywood Citizen-News?

A. The Hollywood Citizen is about 34 years.

Q. Is your present publication, the Hollywood Citizen-News [13] a consolidation of two or more publications that have been consolidated sometime in the past?

A. In 1931, the Hollywood Citizen purchased the Hollywood News.

Q. How long have you been connected with the publication of these two papers, or either of them?

A. I have been connected with the publishing of the Hollywood Citizen from 1911.

Q. Did you have any previous connection with the Hollywood News? A. None.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. Until you acquired it in 1931, is that correct?

A. That is correct.

Q. Will you describe for us the physical properties which go to make up the Hollywood Citizen-News? Tell us what your plant is—the building. Give us a picture of your operations.

A. The Citizen-News Company owns, outside of a central plant of operation, a stationery store at 6362 Hollywood Boulevard. It has a beneficiary interest in a trust agreement which holds title to a two story building with basement, at 1545 North Wilcox Avenue, and the plant included therein. That plant consists of office furniture, intertype and linotype—composing machines, types, faces, Ludlows, a 6 unit Goss press, and machinery incidental to the printing of publi- [14] cations.

Q. Do you print any other publications other than the Hollywood Citizen-News?

A. We print a publication known as the Hollywood Advertiser. We print a publication known as the Hollywood Shopping News. We print a publication known as the Daily Variety. We do the press work on a couple of San Fernando Valley papers. We do the composition and press work on some community newspapers, and carry on a commercial job printing service.

Q. The Hollywood Citizen-News is printed six times a week, is it not? A. Yes, sir.

Q. Daily except Sundays, is that correct?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. Yes, sir.

Q. What is the average circulation of the Hollywood Citizen-News?

A. At the present time we are printing better than 30,000 copies of the Citizen-News. The net paid a day is in the vicinity of 29,000.

Q. So for the purpose of establishing advertising rates, you claim a net circulation rate of 29,000?

A. No. For the purpose of establishing the advertising rates we use what is known as the A. B. C. figure.

Q. And A. B. C. refers to Audit Bureau of Circulation, does it? [15]

A. Yes, sir.

Q. That is a Bureau that keeps track of the circulation of a great number of newspapers in the United States, is it not? A. That's right.

Q. Does the A. B. C. credit you with approximately 29,000 net paid?

A. No, sir. The last A. B. C. figure we had would be for the six months' period ending October 1st. It would be the average of that.

Q. The preceding six months? A. Yes, sir.

Q. What is the last A. B. C. figure? Do you have that?

A. No, sir. I cannot distinctly recall that. I believe it would be in the vicinity of 26,000.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. Do you have with you a copy of the last A. B. C. report? A. No, I do not.

Q. Do you have a copy of your last publisher's statement? A. No, sir.

Q. Judge Palmer, in your answer you have set forth that your circulation is wholly within California, except one-half of one percent of the circulation of your paper? A. Yes.

Q. Do you happen to have the exact figures available?

A. No. That would vary from day to day, but the day on which the count was made, the out-of-state circulation was [16] one hundred and twenty-five copies.

Q. One hundred and twenty-five copies of approximately 26,000? Is that right?

A. Well, at that time the circulation was more than 26,000.

Q. It was?

A. It was approximately 28,000 at that time.

Q. Well, that varies a great deal?

A. The out-of-state circulation?

Q. Yes. A. No, sir.

Q. That is all on subscription, I suppose?

A. Yes, sir.

Q. You are a member of the Associated Press, I believe? A. Yes, sir.

Q. Would you describe for the Examiner the

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
relationship that exists between yourself, or your Company, rather, and the Associated Press?

A. We get an Associated Press news service. It comes to us over a teletype machine from the Los Angeles office of the Associated Press, and we pay whatever we are assessed for that service.

Q. They are paid for the cost of supplying the service to you?

A. Well, I wouldn't want to state just what the payments include. That is fixed by the board. There is an assessment, [17] and we pay it.

Q. Will you explain to Examiner Lucas, whom I assume has had no experience in the publishing field, just what membership in the Associated Press does for you, and what do you do for the Associated Press by reason of being a member?

A. Well, being a member of the Associated Press entitles us to receive Associated Press news service.

Q. That news comes to your plant from the Los Angeles office of the Associated Press, does it not?

A. Yes, sir.

Q. How many teletype machines—I mean, it comes by way of teletype, does it not?

A. Yes, sir.

Q. How many teletype machines are there in your plant upon which that service, or from which that service is taken?

A. Well, I think there is never more than one

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

machine operating at one time to bring the news service. There is an auxiliary machine there, and if anything happens to one machine——

Q. There are two teletype machines there, but only one is in operation; is that right?

A. Yes.

Q. And outside——

A. And then we have an Associated Press financial wire service.

Q. That supplements your news service, does it? [18]

A. Yes. That comes on another special teletype machine.

Q. Do you have any employees whose duty it is to watch those machines, or to take the copy from them? A. Yes, sir.

Q. How many people are engaged in that work, do you know?

A. One person takes care of clipping the copy off the machine.

Q. It is usually the office boy's job, isn't it?

A. The office boy's job.

Q. And he takes it to the City Editor, doesn't he?

A. Yes, or the office manager, or the center desk, anyway.

Q. The market service—I assume that requires a little different service. That is your wire service?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. Yes, that comes on a tape, and is pasted on a form.

Q. You have no person whose duty it is to take care of that?

A. The office boy generally does that.

Q. He does that, too? A. Yes.

Q. Now, do you know, or do you have any figures, that would indicate approximately how many words a day you receive on the Associated Press news? A. No, I haven't.

Q. Could you tell us how many hours a day that machine is in operation?

A. No, sir, not with accuracy, because I am hazy as to whether that machine starts at 7:00 o'clock in the morning, or just [19] what hour it does start.

Q. The Hollywood Citizen is an afternoon paper, is it not?

A. Yes. It starts in the morning and runs until 3:00 o'clock in the afternoon.

Q. Perhaps the best way to find that out is to examine your counsel, because he knows a little more about it, I guess.

Now, do you have any employees whose duty it is to gather news, especially for the Associated Press?

A. No, sir.

Q. Does the Associated Press pay any of your employees any extra compensation for furnishing the extra news?

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

A. Not to my knowledge. I think the arrangement would be, though, if any of our boys sent a story to the Associated Press, that the Associated Press would pay them for it.

Q. Would pay the boys personally?

A. But I have no knowledge of that.

Q. I know it is the custom that in certain other newspapers the Associated Press pays them $10.00 a week for watching——

A. No, there is no stipulation like that. They would be paid only in the event they sent a story to the Associated Press.

Q. Any news stories gathered by your employees are available to the Associated Press, are they not?

A. The newspaper itself.

Q. Beg pardon? [20]

A. The news contained in the newspaper itself is available to the Associated Press. They can take from it anything they want.

Q. Supposing that a story occurred in your area that might not be of any value to you, but it might be of news value to the Cleveland Plain Dealer, for instance. How would that story be handled?

A. Any story of any consequence——

Q. Yes.

A. —the Associated Press would send a man to get it.

Q. The Associated Press would send a man to get it?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. Yes. They have their branch in Los Angeles.

Q. I see.

A. A man from their staff—their branch in Los Angeles.

Q. Do you from time to time get inquiries from the Associated Press on certain stories; they ask you to check certain things within your area?

A. I don't believe so, because our being a part of the City of Los Angeles, and they have their own staff in Los Angeles.

Q. That would be covered out of the main office?

A. It would be covered by their own staff.

Q. Do you know approximately how much news the Associated Press would use that is gathered by your staff, over a period of years?

A. Gathered by our staff? [21]

Q. Yes.

A. Well, practically nil, but there might be a trace.

Q. I see. Now, what is the geographical area that your franchise from the Associated Press covers?

A. I don't believe there are any restrictions on our area excepting that we shall publish that newspaper at Hollywood.

Q. I see.

A. We have no restrictions on our circulation area, if that is what you mean.

Q. No. I was thinking of the availability of news

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
or your responsibility for furnishing news to the Associated Press, of a given area.

A. I know of no such restriction. We, of course, must carry the Hollywood date line on our paper, and must have a plant in Hollywood.

Q. In order to maintain your membership?

A. In order to maintain our membership.

Q. Does your Company delegate an officer to act as a member of the Associated Press?

A. Yes, sir.

Q. And are you that officer? A. Yes, sir.

Q. Do you attend their conventions?

A. I haven't thus far.

Q. Do you anticipate that you will? [22]

A. That is a question.

Q. The Associated Press is a non-profit membership corporation organized under the laws of New York, are they not?

A. I can't say under what laws that it is organized.

Q. If I told you that is where it was organized—

A. I would believe you, Mr. Walsh.

Q. Do you know how the Associated Press operates? Can't we stipulate on that?

Mr. Sargent: I think so. Suppose you frame the stipulation?

Mr. Walsh: I would like to stipulate with counsel that the Associated Press is a membership corporation organized and existing under and by virtue

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
of the laws of the State of New York; its principal office is in the City of New York; that the Associated Press is made up of approximately 1350 daily newspapers in the United States, and that the Associated Press is engaged in the business of gathering and transmitting news and intelligence; that the day newspapers that are members of the Associated Press each pay a pro-rata share of the cost of the operation of the entire press service; that the news gathered by any one of the members of the Associated Press is available to all of the other members of the Associated Press——

The Witness: I think a question should be raised there.

Mr. Walsh: I beg your pardon? [23]

The Witness: A question should be raised there.

Mr. Walsh: All right. If I am wrong——

The Witness: The Associated Press, of course, gives to each member only such service as that member requests.

Mr. Walsh: I see.

The Witness: Some newspapers might obtain all the service which the Associated Press gathers, if they wish to pay for it; some newspapers can take only a pony service, which would be merely over the telephone, or something of that character. They get only the kind of service they pay for.

Mr. Walsh: The news is available if they want to pay for it?

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

The Witness: The news is available if they want to pay for it.

Mr. Walsh: That the news gathered by any of the members of the Associated Press is available to any other members, provided they request the service and pay a charge therefor; that the Associated Press transmits its news and intelligence between its members by the means of leased wires. That——

Mr. Sargent: I can't positively stipulate about that, because I am not sure about the leased wires.

Is that the case, Judge?

The Witness: It would be in some instances.

Mr. Sargent: I believe that is the only part of the stipulation that I haven't had of my own knowledge. I want [24] you to correct me, Judge, if something comes up that I am not sure of. I am not sure on that one point.

Mr. Walsh: That the news is received by the individual members of the Associated Press by means of teletype machines; that the said machines, are, so far as this Respondent is *cerned,* owned by the Associated Press;

That the Associated Press maintains a photo service by which service the Associated Press transmits among its members who desire such service and pays for the same, photos by means of transmitting devises owned by the Associated Press——

Q. (By Mr. Walsh) Do you have that photo service? A. Not the wire service, no.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. Not the wire service? A. No, sir.

Q. Do they maintain a mail photo service?

A. Yes, sir.

Q. Other than the wire service?

A. Yes, sir.

Mr. Walsh: That all the photographs taken by the members of the Associated Press are available to all other members upon request and payment therefor——

Mr. Sargent: Is that correct?

The Witness: Yes. They pay for it.

Mr. Walsh: Yes. That the Associated Press maintains correspondents in the principal cities of the world, which [25] correspondents furnish through the Associated Press news items by means of mail, telegraph or wireless—by means of wireless telegraphy.

I ask counsel to agree on that stipulation.

Mr. Sargent: First, I want to ask Judge Palmer if there is anything you said that is wrong, before I agree with that.

The Witness: The transmission by leased wires, I would put in the intersection there—in some instances by leased wires.

Mr. Walsh: All right. Let's qualify it so far as your knowledge is concerned.

The Witness: And the wire photo service only to those newspapers that pay for it, but we are not one of the newspapers that pay for it.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Mr. Sargent: Is it also true, Judge, that there are about 1350 members of the Associated Press?

The Witness: I will have to believe Mr. Walsh. I don't know.

Mr. Walsh: I believe that it is accurate.

Mr. Sargent: There are about 2000 daily newspapers, and I don't know how many belong to the Associated Press, but I think that may represent a rough approximation. I assume that figure is correct.

Before agreeing to the stipulation, I want to ask Judge Palmer a further question as to whether or not all the news [26] and intelligence which is received by the Respondent comes within the State of California.

The Witness: Our Associated Press service comes from the office in Los Angeles, California.

Mr. Sargent: And does all the news and intelligence, which the paper receives from the Associated Press, come from Los Angeles?

The Witness: All the news?

Mr. Sargent: In other words, is the transmission of it, wherever the news source of the world may be, is the transmission of it through the Los Angeles office to you?

The Witness: Yes, sir.

Mr. Sargent: Do you get from any other source —from any source outside of the State of California, the news directly, or does it all come into

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

the Associated Press offices within the State of California?

The Witness: It comes through the Associated Press offices within the State of California.

Mr. Sargent: Then is it true, Judge, that regardless of where news originates, that all the news which the Associated Press distributes over teletype machines or otherwise, to the Hollywood Citizen-News, comes through its Los Angeles office of the paper?

The Witness: Yes.

Mr. Sargent: And with regard to any of the news stories [27] which, as you testified in a rare instance, might originate within the jurisdiction of the employees of your paper, any such stories as that would be given to the Associated Press representatives in what manner?

The Witness: By telephone to Los Angeles, or some communication to the Los Angeles office.

Mr. Sargent: Would all such communications be direct to the Los Angeles office of the Associated Press?

The Witness: Yes.

Mr. Sargent: To your knowledge, has there ever been occasions when this wasn't done? or is that the invariable custom?

The Witness: That would be the invariable custom.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Mr. Sargent: Has there ever been a time when the paper did anything other than the practice which you have indicated?

The Witness: No, sir. It goes through the office with which we are connected.

Mr. Sargent: And is the same true with respect to the photo service, and all other services of the Associated Press?

The Witness: I think our photo service can come and does come from both Los Angeles and San Francisco.

Mr. Sargent: But it comes within the State of California?

The Witness: Yes. Are you referring now to any mail photo service?

Mr. Sargent: To the manner in which it comes to your paper? [28]

The Witness: It comes from San Francisco and Los Angeles.

Mr. Sargent: And therefore is all within the State of California in the transmission to you by the Associated Press?

The Witness: Yes, sir.

Mr. Sargent: And is it also true that any photo of yours which might be used by the Associated Press would be sent by the paper to the Los Angeles office of the Associated Press?

The Witness: Yes, sir.

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

Mr. Sargent: I think, with that clarification, your Honor, it appears that the facts which Mr. Walsh has recited in his stipulation are believed by me to be correct.

He has suggested to me that in the last case we tried together, which was the San Diego Union Tribune, there was an expert witness put on by the newspaper, which I represented at the time—that the Associated Press executive came from San Francisco and testified at great length here in this building early in December of last year. The last date of that hearing was December 8th.

Mr. Walsh suggests, and in response to Mr. Walsh's request I said I had no objection to the further operations of the Associated Press, as I understand it in his testimony, being referred to by you as bearing upon the character, operation and business generally of the Associated Press. [29]

I am referring, of course, only to the general remarks of that particular witness, and not as to any remarks or testimony he may have said with respect to the Union Tribune, which was a paper that had somewhat of a different picture.

Mr. Walsh: Yes, I meant to call that testimony to the Examiner's attention only for the purpose of showing the relationship of the Associated Press to its members.

I think he testified quite in detail as to the operations of the system, and also in quite as much detail

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
to the operation of the system as applied to that particular newspaper.

Of course, that testimony will have no bearing on this particular newspaper.

Mr. Sargent: My stipulation will not be binding, of course, with respect to anything he said as affecting the individual paper, or any major papers where there might be a special set of circumstances not applicable to Respondent in this case.

Mr. Walsh: That is true.

Trial Examiner Lucas: Then, for the purpose of clarifying the record, the stipulation is as offered by Mr. Walsh, and as clarified by Mr. Sargent's questions to Mr. Palmer, is accepted by you, then, is it, Mr. Sargent?

Mr. Sargent: With the qualifications which Judge Palmer made in his answers during the time the questions were being propounded by Mr. Walsh and myself. [30]

Trial Examiner Lucas: Yes. The record will show that the stipulation, as offered and as clarified by the questions and the answers of the witness, will be accepted.

Mr. Walsh: I think we had better clarify the record as to our respective positions, as to the testimony taken in the Tribune case.

Trial Examiner Lucas: Yes. May we have a special stipulation on that, and give me the name of that witness, will you?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Mr. Sargent: I don't remember his name.

Mr. Walsh: I will look it up. We will find it. We will supply the Examiner the witness' name.

I am willing to stipulate that the Examiner may refer, and the Board may later refer, to the testimony of the witness produced by the Union Tribune Publishing Company in a case in which Mr. Sargent, as counsel for Respondent, and I was counsel for the Board. That witness testified here in Los Angeles on December 8th, 1937.

That the Examiner and the Board may consider his testimony as to the operation of the Associated Press in the United States—the witness' name was Standers—and in the State of California; bearing in mind, however, that any specific fact as relating to the Union Tribune Publishing Company and the operation of the San Diego Union and San Diego Tribune, will have no bearing on the issues in this trial, but is for [31] the particular information regarding the Associated Press operations.

Mr. Sargent: Judge Palmer, when Mr. Standers testified, he said that he sent to San Diego about 150 words per day.

Mr. Walsh: From San Diego 150 words per day.

The Witness: It must have been from San Diego; not to San Diego.

Mr. Sargent: Yes.

The Witness: Yes.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Mr. Sargent: Judge, when Mr. Standers testified, I believe he testified that San Diego sent the Associated Press approximately 150 words per day. Do you recall off-hand whether that figure would be high or low for your paper?

The Witness: There is no comparison between the two fields, because someone on the San Diego paper represents the Associated Press. It is the only representative that they have there.

In our community, the Associated Press has its own offices. They gather their own news in this area.

Mr. Sargent: So that there would be far less coming from your newspaper than the San Diego paper?

The Witness: As I stated before, it is practically nil, with the possible exception that some reporter might take it upon himself to try to communicate something, but the Associated Press office gathers its own news in our community. [32]

Mr. Sargent: I so stipulate.

Trial Examiner Lucas: The record will so show.

Q. (By Mr. Walsh): Now, let's progress to the United Press.

Judge Palmer, will you explain the relationship of the Hollywood Citizen-News to the United Press?

A. The United Press is a privately owned organization, and we contract with the United Press for whatever service we receive at the best price

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
our contractual ability will get for us. That service comes to us from San Francisco.

Q. You don't go through the city news service of the United Press in Los Angeles?

A. The city news service is a separate organization, as I understand it, owned by the United Press, supplying a service to such newspapers as subscribe for it, and covering local Los Angeles news, as its name implies.

Q. The United Press is a news gathering service which performs about the same service to your newspaper as the Associated; is that correct?

A. Yes, sir.

Q. The difference being that you have no interest in that organization, other than just whatever your contract for service calls for; is that right?

A. That's right.

Q. And you owe it no duty to supply the United Press with news appearing in your paper, do you?

[33]

A. No, sir.

Q. They don't have the right to take stories from your paper, do they?

A. Whether they have the right, I wouldn't say. I would assume, if they saw anything in our paper they wanted, they would re-write it, because the United Press does that with any newspaper that comes to their attention.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. So far as your relations with them, you are just the purchaser of a news service?

A. Yes, sir.

Q. Do you know the extent of the United Press, whether it is as large as the Associated Press in the coverage that it gives you?

A. We get from each about the same volume of news coverage. The United Press has an extensive coverage in some sections of the world, like South America. They have quite an extensive coverage.

Q. By what means is the news transmitted to your plant?

A. That comes by teletype machine from San Francisco.

Q. And how many machines are there receiving it? A. One, and the auxiliary.

Q. And I suppose the same office boy takes care of that machine that takes care of the Associated Press, does he? A. Yes.

Q. Do you get any other service from the United Press, other [34] than the news service? Do they have a photo service?

A. They might have one, but we don't get any.

Q. That is the only thing you get?

A. Yes.

Q. It is your thought that all the news you get, at least so far as you are concerned, comes from San Francisco origin?

A. The story material, yes. That has to be re-

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
typed on the teletype machine at the other office before it comes out to us.

Q. It is your thought, then, that San Francisco is the other terminus of the United Press office, and they make redistribution from there, is that it?

A. Yes, sir.

Q. In Paragraph 3 of the Complaint, the Board alleges that you buy syndicated material from certain services, and in Paragraph 3 of your answer, you admit that you purchase from all but one, I believe.

Would you tell me which one I included that you don't get service from?

A. Consolidated News Features. We did have at one time some service from them.

Q. Consolidated News Features? A. Yes.

Q. The Consolidated News Features, Inc. is no longer serving the Hollywood Citizen-News? [35]

A. No, sir.

Q. Can you tell us where the material comes from, from these various services?

A. The George Matthew Adams Service comes from New York City; the Ledger Syndicate Service comes from Philadelphia; the New York Tribune from New York City; the Chicago Tribune-New York News Syndicate comes in part from New York City, and in part is left directly with our office. For instance, that service covers a motion picture column written by Ed. Sullivan in Holly-

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
wood, who leaves a copy with us at the same time he puts it on the wire.

King Features Syndicate is New York; Bell Syndicate is New York; Register and Tribune Syndicate is Des Moines, Iowa; McClure Newspaper Syndicate is New York; McNaught Syndicate is New York City; Retail Reporting Bureau, I cannot say; Ullman Features Service is New York City.

Q. Does Ed Sullivan file his copy of the wire at your plant?

A. No, not at our plant. We haven't any wire for it. It reminds me that the King Features Syndicate does not come from New York either. They cover another motion picture column written by Skolsky, and Skolsky is also located in Hollywood and leaves his service with us.

Q. Do you know to what point you make remittance for that service?

A. To the New York offices. [36]

Q. Would the same be true with Ed. Sullivan's column on the Chicago Tribune and New York News? A. Yes, sir.

Mr. Sargent: That is, do you mean you pay New York or Chicago?

The Witness: We pay New York.

Q. (By Mr. Walsh) Now, in what form does this syndicated material come to you? Does it come in galley all ready set up, or is it mats?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. Well, practically all of it would come in the form of a mat.

Q. In the form of a mat?

A. Cardboard mats from which we would make a cast.

Q. You just put that into the stereotype department and make your cast from that; is that right?

A. Yes, sir.

Q. And that, I suppose, is received by mail or express, is it not? A. Yes, sir.

Q. Do you know the approximate proportion of syndicated material to the news? What I am trying to get at is this: about how many columns a day do you print of the syndicated material, and how many columns of news, and what is the ratio between the two?

A. I couldn't off-hand give you that. I have got a man here, [37] I think, that could.

Q. There is someone here who could?

A. Yes, I think he can.

Q. We will pass that over, and ask him later, then. Who is that? A. Mr. Winn.

Q. All right. Some of these questions, I expect, he will be a little more familiar with. Will he also be able to give me the proportion of out-of-state news to local news?

A. No. He just deals with——

Q. I see. Could you give me that information?

A. No, I couldn't.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. As to the approximate number of columns of out-of-state news and——

A. I wouldn't dare give you that without——

Q. Without measuring the paper?

A. Without allowing the paper to speak for itself.

Q. All right. I was going to ask you to bring me a paper anyway so we can put in as an Exhibit.

A. All right.

Q. Can you give me, in general terms, the proportion of advertising to news in the Hollywood Citizen? What percentage of your paper is advertising?

A. Well, that varies to some extent. When you speak of the paper, you are speaking of the daily newspaper? The [38] Citizen-News?

Q. Yes.

A. I would say that varied from 30 to 40 percent.

Q. Would it be higher in your job printing? That is, job printing doesn't make any difference to you, does it; that is, your Variety and your Shopper and the Hollywood Advertiser? I mean, you print that on a contract basis, do you not—all those other publications are printed on a contract basis?

A. The Hollywood Advertiser we own outright.

Q. You own that outright?

A. Yes. The Hollywood Shopping News is owned

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
by a separate corporation. The Hollywood Variety is owned by a separate corporation.

Q. The Hollywood Variety and Hollywood Shopping News are printed by you purely on a contract basis, are they not? A. Yes, sir.

Q. You are not interested in the success or failure of those particular ventures——

A. We are quite interested, yes, sir.

Q. You are interested in the case of a good customer going broke?

A. In the Hollywood Shopping News, the Citizen owns 44% of the stock of the Hollywood News.

Q. Do you have any control of the Hollywood Variety? A. No, sir. [39]

Q. That, then, is a job printing arrangement, is it not? A. Yes, sir.

Q. And the Hollywood Advertiser, the Hollywood Citizen-News is the proprietor of that concern, is it?

A. The Citizen-News Company is the proprietor.

Q. So you are really interested from the standpoint of ownership in two of those other publications, are you not? A. Yes, sir.

Q. Now, what is the proportion of news to advertising in the Hollywood Advertiser?

A. The Hollywood Advertiser—the goal of the Hollywood Advertiser is to be 100% advertising. Where there are holes, we will put in something,

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

but that is the purpose of the publication, to be 100% advertising.

Q. Could you tell me the percentage of local advertising and the percentage of advertising that is placed with you by National agencies, or agencies placing National advertising?.

A. You are speaking now of——

Q. Of the Hollywood Advertiser. Would it be more convenient to take that up in another order?

A. I would have to bring a copy of the Hollywood Advertiser. There might be a very small amount of outside advertising in it, but the Hollywood Advertiser is largely the advertising of the large super-markets.

Q. It is mostly local? [40]

A. Yes, sir. Almost entirely local.

Q. How often do you bring that out?

A. Once a week.

Q. Now, the Shopping News is a weekly, is it?

A. It is weekly, yes, sir.

Q. Could you tell me the percentage of local advertising to advertising placed on a National basis?

A. Almost entirely local advertising in the Hollywood Shopping News.

Q. What is the percentage of advertising in the Hollywood Citizen—what is the percentage of local and percentage of National Advertising?

A. In inches I can't tell you, because I have never had——

Q. Well, what percentage of your revenue is de-

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
rived from local, and what percentage from National?

A. In the month of January—I have those figures before me—the out-of-state advertising was 5.51% of the total revenue of the Citizen-News Company.

Q. Does that include the circulation of the News?

A. Yes, sir.

Q. Do you have the figure as to what that would bear to the advertising revenues of the Hollywood Citizen-News? A. A little over 10%

Mr. Sargent: That is, Judge, the out-of-state revenues are a little over 10% of the entire advertising revenues of [41] the paper at the present time, is that correct?

The Witness: A little over 10% of the classified revenues—of general revenues, all advertising revenues. That has no regard to the Shopping News or to any other publication, excepting advertising.

Mr. Sargent: Judge, what again does the 10%—the trifle over 10% indicate?

The Witness: That the revenue from advertising, from out-of-state, a little over 10% are revenues from advertising.

Mr. Sargent: That's right.

The Witness: From advertising.

Mr. Sargent: Yes.

Mr. Walsh: Yes. We weren't quite sure. I

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
think your first answer was a little conflicting and didn't quite reflect what you meant to say.

Q. (By Mr. Walsh) Now, the circulation of the Hollywood Advertiser, and the Hollywood Shopping News, are purely local circulation, are they not?

A. Yes, sir, with the exception of a few copies that might go into the mail.

Q. Now, will you tell us something about the purchase of supplies for your paper? I think we can probably clear up some of it rather quickly from the pleadings.

The Board alleges in its Complaint that you purchase newsprint, and you deny and say you purchase it in Canada. We also [42] say you purchase it in Canada; but does all of your newsprint come from Canada, Judge?

A. At the present time, we are getting newsprint from no source, but our contract for newsprint for this year is with the Canadian mills. There was an advance last year for increased prices, and we are liable to be buying from anybody for several months.

Q. Where were the mills located?

A. The company is the Powell River Company, and the mill, I believe, is on what is known as the Powell River in British Columbia.

Q. Does that come in through the United States

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

by rail, or by water? A. It comes by water.

Q. And where do you take delivery of it?

A. At San Pedro.

Q. You furnish your own means of transportation to your plant, I take it?

A. We contract with a trucking company to take delivery at the docks.

Q. How much newsprint did you use during your last fiscal year?

A. On all of our publications?

Q. Yes.

A. I can't give you that. I can get it for you, but I cannot [43] give it to you now.

Q. Well, would you get that for us?

A. Yes.

Q. Make it in the form of a letter, and we can put it in as an Exhibit.

A. You want that for all?

Q. Yes. Can you tell me for the Citizen-News, and then you can supplement—— A. No.

Q. I suppose you used this type and stock for your advertising newsprint?

A. Yes. You are speaking about newsprint. That is one thing; and paper stock is another.

Q. Yes.

A. All the newsprint that we buy is used in the Citizen-News, the Advertiser, the Shopping News, and several publications that—outside publications.

Q. The San Fernando Valley papers?

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

A. Yes.

Q. And things like that? A. Yes, sir.

Q. Can you tell me how much newsprint you consumed in your last annual accounting period; whether it was your calendar year or fiscal year, I don't mind?

A. No. I can get it, but I can't tell you at this time. [44]

Q. Could you tell me how much the Hollywood Citizen used?

A. No, sir. I can't give you that off-hand.

Q. All right, but you can supply that to us?

A. I can give you for one month. The month of January is the only one I have the figures for.

Q. How much did you use in January?

A. It is the only month in which I have the figure before me, and I can only give you that in dollars. I haven't the pounds.

Q. What is your best guess? Would you use five thousand tons a year?

A. You are speaking about the daily only?

Q. No; the whole consumption of newsprint?

A. All of our consumption?

Q. Yes. Would it run as high as five thousand tons?

A. No. I would say we would run nearer four thousand tons.

Q. Approximately four thousand? A. Yes.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. All right. If you will just write it out, and supplement your testimony by letter.

Now, what machinery purchases did you make during the last year?

Mr. Sargent: Do you mean during the calendar year 1937?

Mr. Walsh: The fiscal year or calendar year, I don't mind which it is. [45]

The Witness: We purchased two metal pots from the C. N. Kemp Manufacturing Company, Baltimore, Maryland.

We purchased a time recorder from Stromberg Electric Company at Chicago; a dolly truck from Chicago; minor tools totaling $36.94 from the Ludlow people at Chicago; and $25.00 worth from Springfield, New Jersey. We purchased through the Los Angeles office, which was shipped from New York, an Underwood-Elliott accounting machine, through the local office, which was shipped from Cleveland, Ohio, an addressograph machine. Through the local office, which was shipped from North Tonawanda, New York, a safe.

Mr. Sargent: Did you say those last two were purchased through the local offices?

The Witness: Through the local offices, but shipped from outside the State.

Q. (By Mr. Walsh) That is all the machinery you bought? What did you buy in the way of type metals?

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

A. Outside the State—I have no record of type metal from outside the State.

Q. What did you buy inside? How many pounds?

Mr. Sargent: May I ask this question: was your question, to which he gave the last answers, to all material purchased outside the State of California?

Mr. Walsh: I would like to have both.

The Witness: I was giving you outside the State. [46]

Q. (By Mr. Walsh) You were giving outside the State? A. Yes.

Q. Did you have machinery purchased inside?

Mr. Walsh: It might save some time, Mr. Sargent, if we put it in all at once.

The Witness: I will have to have a record made of that. I don't have a record of it with me.

Trial Examiner Lucas: I observe that it is 12:00 o'clock, gentlemen. Perhaps a recess at this time would give Mr. Palmer an opportunity to collect that data during recess.

Mr. Walsh: All right. Mr. Sargent has one question.

Mr. Sargent: In addition to those that you have listed as being purchased, did you purchase other equipment and machinery during the last year from within the State?

The Witness: I assume that we did.

Mr. Walsh: You can check that.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Trial Examiner Lucas: We will recess until 1:30 P. M.

(Thereupon, a recess was taken until 1:30 o'clock P. M.) [47]

After recess

(Whereupon, the hearing was resumed, pursuant to recess, at 1:30 o'clock P. M.)

Trial Examiner Lucas: The hearing will be in session. Please come to order.

HARLAN G. PALMER

the witness on the stand at the time of recess, resumed the stand, and was further examined and testified as follows:

Direct Examination

(Continued)

Q. (By Mr. Walsh) I hand you a document which has been marked for identification Board's Exhibit 2, and ask you if you will please identify that?

A. Yes, sir. That is a letter which I caused to be sent to Mr. Stewart Meacham, Field Examiner of the National Labor Relations Board.

Q. Which sets forth, I believe, in general, the various advertising accounts which you had in October of 1937? A. Yes, sir.

Q. Is your present advertising approximately

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

the same? Can you point out any accounts there that you do not have now?

A. Well, of course, National Advertisers might have a campaign one month of a year, and not a campaign in any other month during the year.

Q. The amounts will vary, I presume, will they not?

A. Yes. You will have on that list the auto manufacturers [48] who were doing advertising at that time. I couldn't say, without checking, but in a general way there has been very little auto advertising for the past two months.

Q. So that phase has dropped off quite a lot?

A. All that I could say is that this represented all of the different accounts in the month of October, 1937.

Mr. Walsh: I would like to offer that.

Trial Examiner Lucas: Any objection, Mr. Sargent?

Mr. Sargent: Your Honor, I don't want to, from time to time, make useless or unnecessary objections. I simply want to make the objection now that it is the position of the paper that the actual advertising in the paper of certain companies who are without the State, is not in and of itself being engaged in anywise in interstate commerce, and while I didn't this morning state any objection with regard to materials, as to newsprint, supplies and machines, it is the position of respondent, while the

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

information is available to the Board, that by not objecting, we don't want to be deemed as consenting that it is interstate commerce.

So far as the information contained in this Board's Exhibit 2 for Identification, I assume it is an accurate list of the advertisers for November 11, 1937——

The Witness: For the month of October.

Mr. Sargent: For the month of October, 1937. In view of the fact that the Judge has now testified that one big group [49] here, the autos, have not been doing any great amount of advertising the last couple of months, I would suggest that it wouldn't take much longer for Mr. Walsh to find out which ones are not now advertising.

I simply don't want to agree to something that doesn't represent the present status, and also, I don't want it to be deemed on our part that the mere advertising in this paper is engaging in interstate commerce.

Trial Examiner Lucas: I think I understand your position.

Mr. Walsh: It is admitted in the answer, your Honor, that——

Trial Examiner Lucas: Yes. If the remarks of Mr. Sargent are considered as an objection, I will overrule the objection, and the Exhibit will be received in evidence.

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

Mr. Sargent: I understand, your Honor, that I need not except each time to your ruling?

Trial Examiner Lucas: That is right, yes.

(Thereupon, the document above referred to was received in evidence and marked as Board's Exhibit Number 2.)

BOARD'S EXHIBIT No. 2

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

November 11, 1937

Stewart Meacham, Field Examiner,
National Labor Relations Board,
745 Pacific Electric Bldg.,
Los Angeles, California.

Dear Sir:

In reply to your request for information we submit the following:

Out-of-state subscribers to the Hollywood Citizen-News number about 125 out of a total circulation of 27,600.

General advertising in the Hollywood Citizen-News during the month of October included the following accounts:

AUTOS—Buick, Cadillac, Chevrolet, Chrysler, Dodge, Ford, Lincoln-Zephyr, G. M. Corp.,

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Graham, Hudson, LaSalle, Nash, Olds, Packard, Plymouth, Pontiac, Studebaker, Willys.

OILS—GREASES—Shell, Standard, Texaco.

TIRES—Firestone, Goodyear.

FOODS—Pillsbury Flour, Baker's Cocoa, Martinelli Cider, Welch Grape Jce, Shredded Wheat, Whole Bran Shreds, Best Foods May., Star Olive Oil, Tobasco Sauce, Shefford Cheese, Armour & Co., Cudahys, B&M Beans, Crisco, Cudahy Shortening, Eatmore Cranberries, Highland Syrup, Log Cabin Syrup, Nucoa, Spry, Vegeroni, Wilson Margarine.

SOAPS—CLEANSERS—Dreft, Old Dutch, Oxydol.

MEDICAL—Bayer Aspirin, Bell Ans, Blue Seal Vas., Bukets, Capudine, Carter Pills, Creomulsion, Cystex, Doan Pills, F. M. Haarlem Oil, Groves Bromo-Q., Kruschen, Marmola, Mentholatum, Midol, Ostrex, Phillips Milk of Mag., Lydia Pinkham, Resinol, Scholl Mfg., 666, Stera-Kleen, Vicks, Witol Wafers.

MISCELLANEOUS—Glovers Dog Med., Milk Bone.

TOBACCO—Camel, Chesterfield, Prince Albert.

TOILETTE—Camay, Drene, Lux.

TRANSPORTATION—Santa Fe, Southern Pacific, Union Pacific, American Airlines, Pa-

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

cific Greyhound, T.W.A., Western Air Express, East Asiatic, Grace Line.

Yours very truly,

HARLAN G. PALMER

HGP/T

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Q. (By Mr. Walsh) All of the automobile accounts have slowed down in the last two or three months, I imagine, haven't they, Judge?

A. Yes.

Q. I presume you had a little extra advertising this week on account of its being National Used Car Exchange Week, did [50] you not?

A. I hope so, but we haven't had yet.

Q. You haven't had it yet?

A. I haven't had a report yet, but I hope so.

Q. Now, in what manner is your out-of-state—when I refer to out-of-state, I refer to those accounts which are contained in this Board's Exhibit 2—how are those ads placed with you?

A. They are placed with our representative, John W. Cullen Company.

Q. The John W. Cullen Company acts as your National advertising agent; is that right?

A. Representative.

Q. As your National advertising representative?

A. Yes.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. And they procure advertising which they place in your paper, along with other publications, for their various accounts, is that right?

A. Yes, sir. They represent a number of newspapers, possibly forty newspapers.

Q. I see. Now, the remittances from the persons for whom you run these adds come to you in what way?

A. Comes from the advertising agency which places the account.

Q. For instance, the John W. Cullen representative has nothing to do with the collection of the money, do they? [51]

A. Not unless an account is bad, then we ask their assistance in getting the money. If the agency pays promptly, there is no service that they need to perform.

Q. So there is really four steps in the placing of advertising in your paper; that is, from the actual advertiser to its agency, and from that agency to Cullen, and then comes Cullen to yourself. Is that the way it comes in the placing of the ad?

A. In the placing of the ad, the first step, as you mentioned, might be a little confusing. Of course, the advertiser arranges with an agency to handle his appropriation. The agency plans the campaign. If our newspaper is included in that campaign, with few exceptions the order for advertising is placed through their representative.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. I see.

A. In whatever office the agency might be located that was placing the account.

Q. Then your arrangement, I presume, with Cullen, is strictly a commercial account, is it not?

A. Yes, sir.

Q. Now, are all of the accounts contained in Board's Exhibit 2 handled by the Cullen Company?

A. There is a possibility that some of them are not.

Q. Some might come direct?

A. Some might come direct, and some of them might have come [52] through his former representative that we had, with offices in San Francisco.

Q. Who is that, West?

A. No. That is Fenger Hall. At the present time, however, the John W. Cullen Company represents us in all the National advertising fields.

Q. Now, where is the headquarters of John W. Cullen Company? A. In Chicago, Illinois.

Q. Do they maintain branch offices in other cities?

A. They maintain an office in New York City, in Detroit, Michigan, and at the present time recently opened an office in Los Angeles, and an office in San Francisco.

(Discussion outside the record.)

Mr. Walsh: You may inquire.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

If the Examiner please, there is certain information that Judge Palmer is getting for us that is not available at this time, and we will pick that up later.

Trial Examiner Lucas: Very well.

Cross Examination

Q. (By Mr. Sargent) Judge Palmer, at the present time, if advertising on behalf of some National advertising concern comes into the columns of your paper, how does it get there?

A. The general practice is for the agency which is handling the particular account to send a copy for the advertisement, or more likely the matrix of the advertisement, together with [53] an order for that advertising, to the office of our representative, who in turn sends the order and a copy to us.

Q. And at the present time, with which office of John W. Cullen Company are you doing business?

A. The central office is in Chicago, but if an automobile concern, for instance, was placing an advertisement, the probable procedure would be that the copy would come out of the City of Detroit direct to us.

Q. That is, at the present time the local office is not sufficiently developed so that it would come through the Los Angeles office? Is that right?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. At the present time, if any advertising account was placed with the local office, it would come directly to our office from the local office.

Q. And a portion of your accounts come through the local John W. Cullen office, and some come through the Chicago office, is that right?

A. Yes, sir.

Q. How long has the Los Angeles office of the John W. Cullen Company been established, if you know?

A. Well, about three months only, I believe. I am unable to fix that date exactly.

Q. And if you know, is the purpose of the John W. Cullen Company to eventually have the Los Angeles and San Francisco offices take over the various contracts with the newspapers in [54] California?

A. No, sir, and possibly yes, sir. But if I understand your meaning, the purpose of the office of John W. Cullen Company in Los Angeles is to keep the contacts with advertising agencies in the Los Angeles area. The purpose of the office in San Francisco is to keep the contacts with advertising agencies in the San Francisco area; to watch any advertising accounts that might originate in those respective areas, and see to it that our newspaper

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)
is called to the attention of the agency; that any service that the agency desires can be rendered to them by contact with the local office.

Q. Would your dealings regarding National accounts go through John W. Cullen Company, but with the Los Angeles office, or with one of the Eastern offices?

A. If the account originated in Detroit, the order would be sent to us from Detroit. If the account originated in San Francisco, the order would be sent to us from San Francisco. When it comes time to pay the representative, a pay check is sent to Chicago.

Q. Now, as to whether this condition of the business may be changed as the office here grows, you are not informed?

A. No, sir, I am not informed.

Q. Now, you mentioned a moment ago that John W. Cullen Company had nothing to do with the accounts, unless the account was bad, meaning that you weren't paid for the advertising, is [55] that correct?

A. I said, nothing to do with the collection.

Q. With the collection of the account?

A. Yes.

Q. Suppose you had a National advertising account on which the payment was slow, or apparently was uncollectible, then what would you do?

[Excerpts from Case No. XXI-C-606.]
(Testimony of Harlan G. Palmer.)

A. Well, if we thought that a personal contact with the agency would be of value to us, we would ask our representative to make that contact.

Q. And at the present time that would be made back East, or would it be made here in Los Angeles, or San Francisco?

A. It would depend entirely on the facts and conditions involved. If our credit manager believed that the office of the John W. Cullen Company in Chicago could be of assistance to him, he would make his appeal directly to the Chicago office. If he felt that the letter from the San Francisco office could be of assistance, he would make his appeal to whichever office he chose.

Q. Now, towards the close of this morning's testimony, you stated, did you not, that you purchased certain materials or machinery outside of the State. You didn't at that time attempt to give the amount of machinery and materials purchased within the State, did you? A. No, sir. [56]

Q. And that you are going to do when you get the figures; when they are brought to you, is that right? A. Yes, sir.

Q. Now, as to the two large items, the two metal—— A. Metal pots.

Q. Metal pots, and the time recorder—the two metal pots from C. N. Kemp, or Baltimore, Maryland, how were those ordered?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. Well, they were ordered from a California representative of the Company. I think the representative is located in San Francisco.

Q. And to whom did you make the payment?

A. To the San Francisco office of the representative.

Q. So that the order was actually placed within the State of California, and after the machinery was received, payment was made within the State of California, is that correct?

A. Yes, sir. Shipment was made from the place that I gave this morning. I don't remember: I haven't that list, but I think it was Baltimore.

Q. Is it true with regard to other things that when you make a purchase outside of the State you frequently order them locally, and pay the representative of those concerns?

A. I tried in my testimony to indicate that plainly, with reference to some office machinery: an addressograph, a bookkeeping machine and a safe, that they were bought locally, [57] but shipment was made from out of state.

Q. And also, payment was made locally in those cases, as you recall?

A. I believe it was, but I dare not so testify.

Q. With regard to newsprint, you estimated that the total consumption used by you on the Citizen-News and the other papers was in hte neighborhood of four thousand tons per month?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Mr. Walsh: A year.

The Witness: No; a year.

Q. (By Mr. Sargent) Per year. Is that correct?

A. Yes, I think it is running about 350 ton a month. We have sent for the total tonnage consumed last year.

Q. Did you purchase any newsprint this last year from Sweden? A. None from Sweden.

Q. At what place did you make payment for the newsprint which you purchased from Canada?

A. Payment is made for the Canadian paper to Blake, Moffitt and Towne in Los Angeles. Payment is made to Blake, Moffitt and Towne.

Q. Blake, Moffitt and——

A. And Towne, T-o-w-n-e.

Q. At the time your answer was being prepared, did you make an estimate as to the proportion of cost represented by the [58] machinery or supplies purchased outside the State?

A. In relation to the total investment of machinery.

Q. I thought it was the total operating cost of the Company. Wasn't it the total operating cost of the Company?

A. The machinery, Mr. Sargent, would most likely be charged to investment, not an operating cost.

Q. Did you make such a cost analysis, and if so, what did you find?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. Yes, sir, I made it. I notice our answer states that the equipment, machines and supplies constitutes in the aggregate less than two percent of the total operating expenses of said newspaper. That should read two percent of the investment of said newspaper and equipment.

Q. You desire to make that correction at the present time in your answer? A. Yes, sir.

Mr. Walsh: It is so stipulated.

Trial Examiner Lucas: How do you want that to read, Mr. Sargent?

Mr. Sargent: I take it, from what the Judge says, that the two percent, representing equipment, machines and supplies purchased outside the State of California, is less than two percent of the total investment.

The Witness: The total investment of machinery——

Q. (By Mr. Sargent) That is, what is inventoried at the [59] present time, is that correct?

A. Yes, sir, that is correct.

Q. Now, then, did you make a computation, Judge, as to what the proportion was—the total cost of newsprint in any given year and the total cost——

A. An estimate was made as to the cost of the newsprint used in the month of January on the daily newspaper, the Hollywood Citizen-News.

Q. Yes.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. The percentage of the cost of the newsprint to the total expense of the Hollywood Citizen-News publication figured 10.24 percent.

Q. That is the newsprint used during the month of January—— A. 1938.

Q. January, 1938? A. Yes.

Q. That represented 10.24 percent of the total expense of the paper for that month, is that right?

A. Yes, sir.

Q. And did you make any computation with regard to the proportion between the cost of newsprint and all the publications of the Hollywood Citizen-News? I don't know that you did.

Under the circumstances, this is applicable only to the Citizen-News, is that correct? [60]

A. That is correct. I seem to have no figures on it.

Mr. Walsh: May I ask one question?

Mr. Sargent: Yes.

Mr. Walsh: Was January, 1938 a representative month in your business? Would it be about an average month?

The Witness: Possibly a little under the average, if we took the average for the year. Of course, I don't know what the average for this year is going to be. Normally, January is one of the good months of the year, but the average is a little under what it would be for the last year.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Mr. Walsh: All right.

Q. (By Mr. Sargent) Judge, have you any idea as to the percentage of newsprint used in the Citizen-News as compared with the newsprint used in all of the publications of the Corporation?

A. Yes. I could give you that figure as to percentage.

Q. Yes.

A. Of the total expense of operating our printing activities, newsprint would run a little less than 20%. If we print a publication like a big circular, newsprint is a very large part in a circular.

Q. Judge, if your newsprint represents about 10-1/4 per cent for the Citizen-News, would the newsprint represent a larger or a smaller figure in comparison, if you take into consideration all of the papers you print? [61]

A. A percentage——

Q. It would be about the same?

A. No, larger.

Q. It would be larger? A. Yes.

Q. So that it is 20% as to all of them taken together, and about 10-1/4%——

A. As to the daily alone.

Q. As to the daily alone? A. Yes.

Q. And the daily alone is the only publication which has, so far as you know, any place outside the State, is that right?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. Yes, sir, excepting as to what individuals, for whom we might print a publication, might do.

Mr. Walsh: For instance, if Variety wanted to send copies to New York, that would be their own business?

The Witness: Yes. Variety doesn't use newsprint, however.

Mr. Walsh: They don't?

The Witness: But they furnish their own stock.

Mr. Walsh: I see.

Q. (By Mr. Sargent) But other than the Citizen-News, those others are for consumption and circulation practically entirely within the State of California? [62] A. Yes, sir.

Q. Does the figure of 125 copies, which you said was the figure back here on November 11, I believe, for October—does that represent the average number of copies of the Citizen-News going outside the State?

A. I would say it probably does, quite accurately. The number is so small that, of course, a variation of five copies might be considerable, but the 125 copies which are referred to in the letter of November 11th, 1937 appears to coincide with a check that I made at the time we were preparing the answer, and at that time we counted 125 outside of the State——

Q. And for what date was the latter?

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

A. But there can easily be a variance there of four or five copies.

Q. When you were getting the information for the answer, what number did you find there?

A. One hundred and twenty-five.

Q. And that was for a date in January, wasn't it?

A. No, that was for a date in February.

Q. February, 1938?

A. Yes, sir. I have the January circulation before me on the News.

Q. All right. Let's have it.

A. Paid circulation out-of-state for January, 104. Paid circulation in the State, 27,797. [63]

Mr. Walsh: I didn't get that last.

The Witness: 27,797. Revenue on out-of-state, $76.27, for the month of January, 1938. In the State, $10,898.83.

Q. (By Mr. Sargent) Have you computed what proportion those two bear to each other in percentages?

A. Well, 104 is still less than one-half of one percent of the total circulation.

Mr. Walsh: In fact, it is about one-third of one percent.

The Witness: Ninety *would about* one-third of one percent. It is more than one-third and less than one-half of one percent. Now, as to the total revenues, I have made a computation——

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. (By Mr. Sargent) It is seven-tenths of one percent, approximately?

A. The total circulation revenue is approximately seven-tenths of one percent, and of the total revenues, one-tenth of one percent.

Q. That is, the one-tenth of one percent takes into consideration all of the other business which is being done, besides the Citizen-News?

A. Yes. The total revenue, yes.

Q. Did you say on direct examination that for January, the out-of-state National advertising revenue was 5.51 of the total revenue of the paper for that period?

A. That is the total revenue of the business; not of the paper. [64]

Q. And that the advertising revenue from out-of-state was approximately 10% of all advertising revenues? A. Yes, sir.

(Discussion outside the record.)

Q. You had better state it again.

Trial Examiner Lucas: Yes. If there is going to be any uncertainty about it, let Mr. Palmer state it again for the record.

The Witness: The advertising revenue on out-of-state advertising for the month of January, 1938, was 5.51 per cent of the total revenue of the Citizen-News—all publication activities—the total revenues of advertising from out of the State in the month

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

of January, 1938, was approximately 10% of the total revenue from advertising in the Citizen-News daily, and the Advertiser. Those two were placed together because they are sold together.

Q. Now, with regard to syndicated articles—the news features of the Associated Press and United Press—how is the order for those made?

A. You are asking now with reference to syndicated articles?

Q. Yes, that is right.

A. We buy no syndicated matter from the United Press.

Q. I see. Apart from the United Press——

A. How is the order placed?

Q. Yes. [65]

A. Well, almost always with the salesman who calls upon us for these various Syndicates.

Q. So that, as a matter of fact, the order is placed in the hands of the salesman who calls upon you in the State of California, is that correct?

A. Not always, but generally.

Q. Generally? A. Yes, sir.

Mr. Sargent: I understand, Mr. Walsh, you are going to ask Judge Palmer some more questions, and I will reserve any further cross examination until that time, and I will also reserve until that time a motion which I would like to *make regard* to the interstate commerce feature of the case.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Mr. Walsh: All right. There is one other thing I think we ought to clear up at this point.

Redirect Examination

Q. (By Mr. Walsh) Will you explain the term "matrix?"

A. Yes. A matrix is an impression or mould. When the term "matrix" is used in connection with an advertisement, it means that it is the mould taken in a special cardboard preparation of the original advertisements, set in type and cuts and illustrations.

The mould is then sent to—when received is sent to the stereotype department where a cast is made in metal from that mould, reproducing in effect the original advertisement [66] from which the matrix or mould was made.

Q. Now, you stated, if I have got the figures correct, that the out-of-state advertising for the month of January, 1938, accounted for 10% of the total advertising revenues of the Citizen-News, and the Hollywood Advertiser, is that correct?

A. That's right.

Q. Can you tell me approximately how much of that 10% is derived from National advertising appearing in the Hollywood Advertiser?

A. No, but practically all the National advertising revenue comes from the daily Citizen-News.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. I thought this morning we found out that the Advertiser was mostly local merchants?

A. Yes, sir.

Q. Now, you stated, I believe, that the Hollywood Variety furnishes its own stock upon which its paper is printed? A. That's right.

Q. What kind of stock is that?

A. That is a coated book stock.

Q. Smooth finished paper?

A. Smooth finished paper.

Q. They buy their own paper and deliver it to you for use in publishing that paper?

A. Yes, sir. [67]

Mr. Walsh: I will defer further examination of Judge Palmer until he has been able to furnish us the rest of the——

Trial Examiner Lucas: May I ask a couple of questions?

Mr. Walsh: Yes.

Examination by the Trial Examiner

Q. (By Trial Examiner Lucas) Judge Palmer, your membership in the Associated Press—does that entitle you to a specified amount of its service?

A. No, sir. We can subscribe for any percentage of the service that we are willing to pay for. It entitles us to receive all the service that they might offer if we are in turn willing to pay for all the service that they might offer.

[Excerpts from Case No. XXI-C-606.]

(Testimony of Harlan G. Palmer.)

Q. That is what I wanted to bring out. The mere fact that you are a member of the Associated Press doesn't entitle you to use any of their service at all unless you desire to pay for it?

A. That is correct.

Q. Nothing is given you by reason of your membership? A. No, sir.

Mr. Walsh: The same as a membership in a club, for instance. If you go to your club, you can use all the facilities of your club, but you have to sign a check for it.

The Witness: Yes, sir, and pay your dues in addition. In the Associated Press, we don't pay dues, but we do pay for the service. [68]

Mr. Walsh: All right. That is all.

Trial Examiner Lucas: That is all, Judge.

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Mr. Sargent: It is understood, your Honor, that I might, without prejudice, delay my motion until the completion of the testimony with respect to it, so that we will have all the data before us upon the interstate commerce question, when the motion is made?

Trial Examiner Lucas: Yes, of course.

Mr. Sargent: And that will not be deemed to be a waiver of that motion?

Trial Examiner Lucas: That is right. That will be the order. [69]

[Excerpts from Case No. XXI-C-606.]

Mr. Walsh: With the exception, your Honor, of measuring up the newspaper that we talked about the other day, and putting that in as an exhibit, and straightening out this Board's Exhibit 19, I am ready to rest my case, and with those reservations I will rest.

Mr. Sargent: You want some information as to the size and contents of the paper, Mr. Walsh?

Mr. Walsh: Yes.

Mr. Sargent: The Judge has figured, I believe for the week of February 21, 1938, to February 26, 1938, so you might want to recall him.

Mr. Walsh: Would you prefer to read it from there, Judge?

I had requested Judge Palmer to give me certain data on a current week of the publications, as the exhibits that we had were the ones which were current for those days, and they happen to be a little out of proportion owing to the flood disaster we had here, so Judge Palmer has taken the week, or the days from February 21 to February 26, which would cover a week's publication of the Hollywood Citizen-News, [959] and will you just read that?

Trial Examiner Lucas: Is this the current year?

Mr. Walsh: 1937.

Trial Examiner Lucas: '37?

Mr. Walsh: '38. I beg your pardon.

Mr. Palmer: The total number of pages of composition set in the composing room, figured on the

[Excerpts from Case No. XXI-C-606.]

basis of a newspaper page, or its equivalent, was 206-2/3. Of the 206-2/3 pages of composition, the Citizen-News, that is the daily paper, had 108; other publications 84; Variety, which is a smaller paper, was figured on the basis of the large page, had 14-2/3 pages.

Of the Citizen-News, 108 pages, reduced to columns at the rate of eight columns per page, making 864 columns for the 108 pages run that week, and of the 864 columns, 569 columns were reading matter, 295 columns were advertising matter.

Of the reading matter of 569 columns, local and state news constituted 351-1/4 columns; out-of-state news 121 columns, syndicate matter 96-3/4 columns. In figuring the columns of news, in order that the columns might check out, the head was also figured in—the caption was also figured in.

In the composing room that week, total hours of composition were 1842-3/10, of which 958-2/10 was on the daily, [960] 182 hours was on Variety and 702-1/10 was on other commercial work.

This does not cover the composition in the job department, but covers composition only in the composing room of the newspaper department.

The figures on the press work did not justify, so I am eliminating those, not having been asked for them.

Mr. Walsh: All right.

Judge, you say your first figure is so many pages of newspaper?

[Excerpts from Case No. XXI-C-606.]

Mr. Palmer: Yes, 206-2/3 pages of composition.

Mr. Walsh: Will you tell us how large a newspaper page is?

Mr. Palmer: A newspaper page consists of—or a newspaper consists of eight columns, 12 ems to a column, which is measured out two inches wide, net, without the column rules for the reading matter, and the length of a column is 21-1/2—21 inches in the printed page.

Mr. Walsh: I wanted to get that in the record. Some newspaper pages are larger than others. I think that is all right, and that is clear enough for our purposes.

Mr. Sargent: May I talk to the Judge for a minute?

Trial Examiner Lucas: Certainly, Mr. Sargent.

(Conference between counsel.)

Mr. Sargent: Judge Palmer, with regard to the figures [961] which you have just testified, let me ask you which of the publications, then the daily newspaper, is for circulation within the state and what for circulation or use without the state?

Mr. Palmer: As far as we are concerned all publications are local. We deliver them to local people and they are printed for the people.

Mr. Sargent: So that delivery——

Mr. Palmer (Interrupting): Yes, they are delivered, they deliver the jobs to other people.

Mr. Sargent: Delivery is made with regard to all

[Excerpts from Case No. XXI-C-606.]

these other publications within the state by you, and payment is made within the state?

Mr. Palmer: Yes, sir.

Mr. Sargent: And so far as the out-of-state circulation is concerned, it will be limited to that small number of newspapers of less than 125—125 or less of the total circulation of the daily Hollywood Citizen-News, is that correct?

Mr. Palmer: Yes, sir.

Mr. Sargent: So that of all of the volume of these various publications, the percentage of which is sent by you into interstate channels, is materially and considerably less than even the small percentage of the daily paper which is sent by you in interstate commerce?

Mr. Palmer: Yes, much less. [962]

Mr. Walsh: Judge, how many copies of Variety do you print a day?

Mr. Palmer: About 4,000, Mr. Winn tells me.

Mr. Walsh: Do you do any mailing for Variety?

Mr. Palmer: No, none whatsoever.

Mr. Walsh: You perform no other service for Variety except to print it?

Mr. Palmer: The composition and the press work and the binder, what we call a binding and stamping and they furnish their own paper.

Mr. Walsh: I believe that is in the record.

And then do I understand that you just deliver that back to their shop or plant or office?

[Excerpts from Case No. XXI-C-606.]

Mr. Winn: They pick it up.

Mr. Walsh: They pick it up. Do you know what percentage of Variety is sent out of the state?

Mr. Palmer: I haven't any idea.

Mr. Walsh: That is not something you know anything about?

Mr. Palmer: No, sir.

Mr. Walsh: That is right.

Trial Examiner Lucas: Did I understand your question to mean "daily" to Judge Palmer, how many copies of Variety you printed daily?

Mr. Walsh: Yes, that is what I mean, and I believe—— [963]

Mr. Palmer (Interrupting): It is a uniform number of copies each day. That is, their circulation varies, of course, and we would change it, but approximately the same figure six days a week publication.

Mr. Walsh: That is all. [964]

Mr. Persinger: Mr. Johnson.

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## ROGER C. JOHNSON

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined, and testified as follows:

### Direct Examination

Q. (By Mr. Persinger) Mr. Johnson, did you formerly work for the Hollywood Citizen News?

A. I did.

(Testimony of Roger C. Johnson.)

Q. About how long did you work there?

A. Slightly more than three years.

Q. And when did you stop work?

A. On May 14, 1938.

Q. You are a member of the Guild?

A. Yes, sir.

Q. You were employed in the editorial department of the newspaper? A. Yes, sir.

Q. Will you explain why the Guild, in requesting that the appropriate bargaining unit be the employees in the editorial department exclusive of three particular editors, chose to exclude, for example, Mr. Swisher, the managing editor? What is the reason for that exclusion?

A. Under the Guild constitution, the unit is permitted to exclude persons closer to the management than to the Guild members, usually persons in authority, sometimes with the power to hire and fire. [7]

Q. And does Mr. Swisher have authority over the editorial department?

A. He does; he is the managing editor.

Q. He is the boss of the department?

A. That is correct.

Q. Why was Mr. Harold Hubbard excluded?

A. His interests were deemed closer to the management than with the Guild members.

Q. Does he act in a supervisory capacity over the entire editorial department?

(Testimony of Roger C. Johnson.)

A. Under Mr. Swisher.

Q. And why was Miss Zuma Palmer excluded?

A. Because she is a sister of Judge Palmer; therefore, her interests would naturally lie more closely to him. [8]

Q. And did the editorial department of the Hollywood Citizen-News form a unit within the Los Angeles Guild? A. Yes, it did.

Q. And that is what is customarily known as the C. N. unit, or the Citizen-News unit?

A. That is correct.

Q. As distinguished from the Guild which is used to designate the Los Angeles Newspaper Guild?

A. Yes, sir.

Q. What is the usual term for the American Newspaper Guild in common parlance? How do you distinguish that from the Los Angeles Guild?

A. Either the American Newspaper Guild or the International Executive Board.

Mr. McWilliams: Mr. Examiner, I would like to note my appearance on behalf of the Los Angeles Newspaper Guild. My name is Carey McWilliams.

Trial Examiner Kennedy: The reporter will so note.

Q. (By Mr. Persinger) Will you explain, Mr. Johnson, how negotiating committees are set up, whether they are set up on the basis of the unit or on the basis of the Los Angeles Guild? [9]

(Testimony of Roger C. Johnson.)

A. When a unit decides to negotiate with the publisher, the unit asks the Los Angeles Guild executive board to select negotiators who negotiate the contract. The common practice has been for the unit unofficially to make suggestions as to who the negotiators should be, and in all cases the executive board has followed those recommendations in selecting negotiators. [10]

In June of 1936 a group of about eight of us in the editorial department felt that we should go to the judge as a group and present to him our ideas about wages and other working conditions. That was prior to the formation of the Los Angeles Newspaper Guild.

Mr. Sargent: I object to what the group felt. I have no [16] objection to the witness telling what he felt.

The Witness: I felt all of the things I mentioned for the group.

Mr. Sargent: I ask that what the group felt go out.

Trial Examiner Kennedy: It will be stricken.

The Witness: We asked for a conference with—first of all we drew up a statement to Judge Palmer stating our various feelings, and we went in later to present our attitude individually instead of as a group. The result was that we had very fine conversations with Judge Palmer, but we didn't accomplish what we had set out to accomplish. We felt that—— [17]

(Testimony of Roger C. Johnson.)

Q. When was the Guild first organized?

A. In September, 1936.

Q. Did you have anything to do with its organization originally?

A. Yes, sir; I was one of the founders of the organization.

Q. Will you tell us how it happened to be organized, and what progress was made in its organization, and what offices [19] you held, if any.

A. Well, newspaper men in Los Angeles came to me and I had talked with them frequently about the need for bettering our conditions and bettering journalism as a whole. We felt—that is, I felt that we as individuals could not make the progress that we should. Therefore, the Guild was formed. I was the first in Los Angeles to take out an application card and pay dues.

Mr. Sargent: If the Court please, I have no objection because this hasn't any bearing upon the present situation; but I ask that with regard to labor matters he limit his testimony to those things which were said or which were done by either Judge Palmer or some member of the staff of respondent. We have admitted that the Guild is a labor organization. I don't believe any history about what took place prior to that has any bearing on this case.

Mr. Persinger: If the Examiner please, the background of this witness's relationships with the company and his activities in the Guild are very essential to the case. In order to intelligently ap-

(Testimony of Roger C. Johnson.)

praise those, it is necessary to know something of the history of the Guild organization, not to any great extent, but certainly the fact that he was one of the original organizers of the Guild. I want to know what office he held in the Guild, how long he held that office, and I also wish to find from this witness what his personal relations with [20] Respondent were after he became active in the Guild, all of which I think is essential.

Trial Examiner Kennedy: Those matters are material and they are essential. I think Mr. Sargent is objecting more to the nature of the testimony of the witness.

Mr. Sargent: That is true. We have no objection.

Trial Examiner Kennedy: Not the subject matter.

Mr. Sargent: We have no objection to his giving testimony as to what his relationships were at any time with Judge Palmer or the Respondent.

The Witness: May I proceed?

Trial Examiner Kennedy: I think you may because I believe you are still answering a question. So proceed.

Q. (By Mr. Persinger) The Guild, you say, was organized originally in September?

A. Yes, sir.

Q. Was it put on a permanent basis at that time, or was it just a temporary set-up?

A. It was a temporary set-up at that time. It

(Testimony of Roger C. Johnson.)

wasn't chartered until a number of months later, and permanent officers were not elected for a few months.

Q. Were temporary officers elected?

A. Yes, sir, they were.

Q. Did you hold any temporary office?

A. I was one of the first temporary presidents. They changed; [21] our first president left town on another job.

Q. When permanent officers were elected, did you hold any office?

A. Yes; I was the first newly elected president.

Q. That was in September that the Guild was started?

A. The Guild was actually started in September and began to grow from then on.

Q. And this campaign of Judge Palmer's of which you spoke concluded in the November election; is that correct?

A. Yes, sir. During the campaign I was invited at one time by the managing editor, Mr. Swisher, to speak on the radio from my desk during the period of broadcasts that the Citizen News had for about a week. He asked if I would mind being introduced as the Guild president. I said no, although I was rather surprised, because that had never been done before, and I felt a great feeling of warmth because of it.

He also asked me if I would mind talking about the Guild and explain its objectives briefly when I

(Testimony of Roger C. Johnson.)

was on the air. I said, "No, no; I would be glad to do that."

Q. Did you do that?

A. Yes, sir, I did. The Christian Science Monitor later carried a story on that to the effect that it never had been done before in labor history.

May I divert to say that a campaign publication put out for Judge Palmer at the same time carried a story about my [22] connection with the Guild.

Q. When did you become the first regular president of the Guild?

A. I have forgotten the exact date. It was either late in 1936—I believe it was January, 1937. We changed the constitution or by-laws a couple of times.

Q. January, 1937? A. Yes.

Q. When was the unit of the Hollywood Citizen News organized?

A. That was organized almost a month or so after the Guild was formed, about October, I would say, 1936.

Q. Will you continue your personal relations with the Respondent from where you left off at the close of the campaign for District Attorney?

A. Well, the next conversation that I had concerning the Guild at all was late in 1936, in December.

Mr. Sargent: I object to the answer as not being responsive to counsel's question.

(Testimony of Roger C. Johnson.)

Mr. Persinger: It may be, depending on the conversations that he had.

Trial Examiner Kennedy: Read the question and answer, Mr. Reporter.

(The question and answer referred to were read by the reporter, as set forth above.) [23]

Trial Examiner Kennedy: I don't believe the answer is responsive.

Mr. Persinger: I don't think the answer was complete enough to tell. You don't know with whom the conversation was or what it was about.

Trial Examiner Kennedy: With whom was that conversation?

The Witness: Judge Palmer.

Trial Examiner Kennedy: Proceed.

The Witness: In late December I met Harwood Young, the business manager of the Citizen News, on the stairway one Saturday afternoon as I was leaving. He asked me if I could get for him some information about wage schedules and other working conditions which had been put into effect on the four downtown papers about a month before. I told him that I could obtain that information. I didn't happen to have it with me.

I said, "I presume you want this information for the regular salary adjustments which take place in January and July."

And I obtained the information for him, leaving the office and coming back with it. He had told me that he would be in Judge Palmer's office. I went

(Testimony of Roger C. Johnson.)

to Judge Palmer's office, knocked on the door, and told him that I had the information.

Judge Palmer heard that I was at the door and invited me to come in. I presented the information to both of them. Then we—meaning Mr. Young, Judge Palmer, and I—sat down for [24] about an hour and a half's discussion of my reasons for being active in the Guild. I believe I volunteered the information. I explained that I was in the Guild because I felt that newspaper men, acting as individuals, could not make the progress that they could by banding together. I explained that we were about the last of all professions to organize, whereas we should have organized the day before the publishers formed their Publishers Association.

I felt that lawyers were in their Bar Associations, which was in effect a union; that the Publishers Association was, in effect, a union; that doctors joined medical associations because those were in effect unions, although they didn't call them such, and I didn't see any reason why newspaper men could not band together, because they, too, were of a professional class.

I explained that the Guild had had a lot of difficulty in Santa Monica at the Santa Monica Outlook about a month before that when the publisher discharged a number of persons during what I termed a purge over one week-end because he had discovered some of his staff members had joined the Newspaper Guild.

(Testimony of Roger C. Johnson.)

I explained that one police reporter who had been discharged was being paid $15 a week and had a wife to support on that; and that other members of the staff were being paid approximately $20 a week; that their long hours, particularly [25] night assignments certainly justified more than that.

I laughed and pointed to Judge Palmer, and I said, "I don't blame you or any of the other publishers as individuals. I blame the system which has grown up in the newspaper business." And Mr. Young and Judge Palmer laughed heartily at that.

On the whole, it was a very splendid meeting, and I felt that if the judge and Mr. Young understood my position in the Guild that they would be sympathetic.

I believe that concludes 1936 for me, except I was given a raise in about the spring, about April or so in 19—no, this is 1935.

Trial Examiner Kennedy: Is there any objection, Mr. Persinger, to taking a short recess at this time?

Mr. Persinger: No; I think it would be a very good place to do it.

Trial Examiner Kennedy: We will take a recess for five or six minutes.

(At this point a short recess was taken, after which proceedings were resumed, as follows:)

Trial Examiner Kennedy: All right, gentlemen, are we ready to proceed?

(Testimony of Roger C. Johnson.)

Mr. Persinger: Yes.

Q. (By Mr. Persinger) Mr. Johnson, will you continue with your story of your relationships with the company? [26]

A. Well, there were one or two points that I neglected to mention in 1936. I just simply wanted to state my wage increases. One was in the spring of 1936, a $6-raise from $24 to $30, one dollar of which was in cash, and $5 of which applied to my obligation to the Citizen News management.

Q. Was that in '36 or '35?

A. '35, I beg your pardon. The other raise was about July 4 of that same year—I am not sure of the date. The point I was trying to bring out is that there were wage increases.

In connection with this conference I had with the judge about working conditions before the Guild started in June of 1936, after the conference I was keenly disappointed.

Mr. Sargent: I object to that mental reaction.

Trial Examiner Kennedy: It will be stricken.

The Witness: I went to Harwood Young, the business manager, and told him that I was disappointed that the conference with Judge Palmer had not resulted in more material good, and I said that the staff—that I felt many suggestions which were given to the management, mainly, to——

Mr. Sargent (Interrupting): I again object to the characterization of what the staff felt.

(Testimony of Roger C. Johnson.)

The Witness: I am giving my conversation with Mr. Young.

Trial Examiner Kennedy: The witness is giving his conversation.

Mr. Sargent: Is this latter statement what you also said [27] to Mr. Young at the time?

The Witness: Yes.

Mr. Sargent: I withdraw my objection.

The Witness: Will you read my answer as far as I have gone?

(The answer referred to was read by the reporter, as set forth above.)

The Witness (Continuing): ——Harold E. Swisher, the managing editor, for the good of the paper, and to increase efficiency, were ignored, and during the conversation concerning the conference with Judge Palmer, Mr. Young stated that the judge was adverse to taking action under suggestions from pressure groups.

I made the remark that perhaps that was why I and the other members of the staff had been called in individually, and the suggestion about working conditions and wages were generally ignored.

Q. (By Mr. Persinger) I believe you left off about the beginning of 1937.

A. You want me to go ahead and give my own version of 1937?

Q. Your relations with the company and anything that happened.

(Testimony of Roger C. Johnson.)

A. I remember very specifically a happy occasion in January when my wages were increased to $45, and in February of that year I was invited to go to the National Orange Show—I [28] believe the Orange Show is in February; anyway, it is early in the year each time—by Harold Swisher, the managing editor. I went with him in company with Harold Hubbard—I'm not sure whether Hubbard was there or not.

At the Orange Show, which was held in San Bernardino and where Mr. Swisher had previously worked on a newspaper, Mr. Swisher took great delight in introducing me to some of his friends in the newspaper business in San Bernardino and elsewhere, as president of the Los Angeles Newspaper Guild, and kidding them and telling them that perhaps soon I would be over in San Bernardino to organize, too.

In March of the year I was playing baseball one Sunday morning representing the Citizen News editorial staff against the composing room, and during a slide for home base, I broke my ankle. Judge Palmer had been playing in the field with us, and later when I heard from him, he mentioned that maybe I should have quit after the ninth inning when he did, and it would be safe for me there, too.

It was an exceedingly friendly baseball game, and we all were in good spirits in spite of my injury later.

(Testimony of Roger C. Johnson.)

At the hospital I had calls from Zuma Palmer, Judge Palmer's sister, Mrs. Harold Swisher, the managing editor's wife, Mr. C. D. Thompson, secretary to Judge Palmer. Mr. Thompson at the outset told me that Judge Palmer stood ready to help me financially at the hospital, and I thanked him and told him it [29] was being cared for in another way.

At one time after I got out of the hospital and was on crutches and cane—I can't remember the exact date—I was given an automobile ride by Zuma Palmer, and during the course of the ride—I may say that Zuma and I had on frequent occasions gone to various functions such as radio performances and so on and so forth—she mentioned to me about the Guild. We discussed the Guild, and she wondered if the Guild were so necessary on the Citizen News as it was on some other publications.

Mr. Sargent: I object to what she wondered unless she said so.

Trial Examiner Kennedy: Try and state what was said.

The Witness: I can't give the exact words. I can just give you the thought.

Trial Examiner Kennedy: If you cannot remember the exact words, give the substance as near as you can recollect.

The Witness: She said she wondered if the Guild was necessary on the Citizen News as it was on some other publications because of the fair treatment

(Testimony of Roger C. Johnson.)

Judge Palmer had always tried to accord the staff members. I told her that I felt it was essential; that we recognized Judge Palmer's fairness and justice in trying to deal with his employees, but that we felt the time had come when we should not only for the benefit of the editorial staff, but for the Citizen News as well, to carry [30] on our Guild activities.

At about the same period—and these dates are going to be rather hazy because they occurred with some degree of frequency at luncheon clubs I attended—Harold Wynn the assistant business manager and head of the composing room, would meet me either on the street or at the Hollywood Lions Club which he and I attended, and would question me as to the Guild and its activities.

He particularly asked me from time to time when the Guild was going to ask for a contract with the Citizen News. I told him that under our program of procedure in Los Angeles, we were picking certain papers to follow a general outline, picking the Herald first, because it was the strongest and most financially able west of the Rockies, and we didn't know when we were going to the Citizen News.

He said that he wondered if the Guild was not paying too much attention to the economic phases rather than to the ethical phases.

(Testimony of Roger C. Johnson.)

My reply to that always was that I felt that the Guild should not emphasize the financial and economic phases so much, and that it should pay a great deal more attention to the ethical part of it, and to the matters that pertained to the freedom of the press and the ability to write frank and honest news.

In June of the year which was the time that the American [31] Newspaper Guild was holding its annual convention in St. Louis, Mr. Swisher, the managing editor, talked to me about the Guild and wondered if it was right for the Guild to go into the C. I. O. He felt, he said, that the C. I. O. was a step, perhaps, too far for newspaper men to take at that time. And during the convention he would show me, as he did frequently in the months that followed, news stories pertaining to Guild activities in other parts of the country. He would sometimes comment on them, and sometimes he would simply show them to me without comment.

After the Guild convention, Harwood Young, the business manager, called me to his office one day on a matter not connected with the Guild, and at the outset of the conversation, he said, "Roger, I understand you are organizing the business department."

I replied that I was not organizing the business department; that the Guild at its convention in St. Louis had voted to join the C. I. O. which is an industrial type of organization, which would permit

(Testimony of Roger C. Johnson.)

us to take in the business and other departments of a newspaper, but that a referendum was looming nationally by the various guilds and guild members throughout the country to determine whether or not the Guild should join the C. I. O.

I explained to him that I could not, under that procedure, if I wanted to, organize the commercial department, and that [32] if the Guild nationally did retain its membership in the C. I. O. and permitted us to take in the commercial department and other workers not in the editorial department, I would feel it my duty as a Guild executive to conduct such a campaign not only on the Citizen News but on all other papers over which our Los Angeles Guild had jurisdiction.

At approximately the same time in the month, the same general period, Mr. Young on another occasion asked me—I don't know his purpose in asking me—if Guild membership would prevent a person from holding an executive position, and I replied to him that I did not think that it would, necessarily; that it would depend on circumstances.

About in July—all these dates have to be approximate because my conversations were numerous—Harry Brandon, head of the display advertising department, talked to me at great length in the office of the Citizen News on the main floor one evening after work about the Guild and the C. I. O., and about labor unions in general. He said that he

(Testimony of Roger C. Johnson.)

felt unions might be all right in some cases, but that he couldn't always see the advantage of unions for people in the professional class; that it took away our liberties in many cases; and that professional people were temperamental and couldn't be banded together for a common purpose very easily anyway.

Mr. Brandon from time to time would express similar sentiments to me. [33]

Q. (By Mr. Persinger) Mr. Johnson, were any meetings held between the management and the editorial department during the spring or summer of 1937?

A. Yes; a meeting was held in, I believe, late June, 1937.

Q. Were you present? [34]

A. Yes, I was.

Q. Will you tell us who else was present?

A. Elizabeth Yeaman was one; James Francis Crow, the drama critic; Floyd Simonton; those are the ones I remember distinctly.

Q. Who represented the management?

A. Judge Palmer was present, and I believe Harwood Young, the business manager.

Q. Do you know how that conference happened to be held?

A. Yes, I do. Mr. Young invited me into his office one day and explained to me that various departments were getting together to discuss working

(Testimony of Roger C. Johnson.)

conditions and wages; that they wanted to iron out little things that had cropped up during the course of business, and to discuss what the wages should be, and in general, to iron out little petty grievances.

He asked me if the editorial department would like to do as the rest had done, to meet with Judge Palmer or their department heads to discuss the matters that I have just mentioned to you.

I explained to him that the editorial department was always cooperative, and that it would have no objection, as far as I could see, to meeting on such a basis, although I would have to first talk it over with the members of the Guild.

The meeting was held in Judge Palmer's office, and Judge Palmer explained that the reason for being there was to discuss [35] our working conditions and wages, and see if there were any adjustments necessary in the salaries, and wanted to get our opinion about ironing out any little difficulty that may have cropped up.

James Francis Crow described the editorial department's attitude and desire to cooperate.

During the course of the meeting Judge Palmer reached over on his desk and picked up a paper and said, "This agreement pertaining to the—" I believe he said the business office— "contains such and such proposals for working conditions."

I became a little bit alarmed at that. I didn't say anything. I felt that as Guild members we

(Testimony of Roger C. Johnson.)

couldn't participate in any such agreement with the management because our Guild constitution does not permit us to negotiate such conditions for ourselves.

Elizabeth Yeaman also spoke, and at the present time the thing that I recall about her conversation was, I believe Judge Palmer asked her the question about whether or not the Guild wanted negotiators from outside who didn't know the Citizen News conditions to negotiate for us people from New York, Chicago, Washington—I believe he mentioned them; anyway, the eastern cities—and Miss Yeaman said that newspaper men in the past had been a group that could not get suitable conditions for themselves; they had always been [36] subject to whims, and that they couldn't speak for themselves, and that they felt they had to join organizations and have others speak for them.

Near the conclusion of the conference in the Judge's office I explained that under the Guild procedure it would be necessary for the Citizen News unit to instruct the Los Angeles Guild that it wanted to bargain collectively with the Citizen News; that the executive board at our suggestion would have to select negotiators for us; and that those negotiators would have to be our spokesman, and that as Guild members we couldn't participate in any agreement such as the other departments throughout the paper, as I understood, had been signing, or participating in.

(Testimony of Roger C. Johnson.)

Judge Palmer remarked that if that was the way we preferred to do it, it was all right with him, although my personal impression was that he was disappointed that he could not then and there or at some very near time work out an agreement of some kind.

Mr. Sargent: Now, if the Examiner please, I ask that the impression which the witness gained may go out, unless something was said by the judge.

Trial Examiner Kennedy: It will be stricken.

The Witness: Judge Palmer said that the other departments were getting together to discuss their working conditions; that he didn't see why we couldn't do so; and in line with that I [37] explained that under the Guild's program and constitution we could not follow that procedure.

Q. (By Mr. Persinger) Any other incidents occur during 1937? A. Yes.

Q. Other than what you have mentioned that would have any bearing on your relationships with Respondent?

A. Yes. In my judgment it was in about October when the organizational drive in the commercial department had got under way and members were being signed up, Harry Brandon, the display advertising manager, mentioned to me that he understood he wasn't going to be admitted to the Guild and wanted to know if I couldn't do something about it.

(Testimony of Roger C. Johnson.)

I explained that it was up to the unit under the Guild procedure to determine whether or not the interest of the applicants lay more with the management than with the Guild members, and that the decision was up to the members themselves.

Q. Go ahead.

A. About that time the Guild unit excluded departmental heads. It wasn't aimed particularly at any individualities; it was the same sort of thing we had in the editorial department where we had excluded the managing editor, the city editor, and Judge Palmer's sister on account of their connection with the management.

At approximately the same time Mr. Montrose—I believe [38] his initials are S. C.—display advertising man who, I understand is now the advertising manager, talked to me on the street.

He said he objected to the fact that Mr. Brandon was not being admitted to membership; and I then explained to him the same way I had to Mr. Brandon; that it was up to the Guild membership to determine under the Guild's constitution and by-laws who they wanted in, or which position, if it wasn't a matter of individuals, that they did not want represented in the membership.

Mr. Sargent: If Mr. Brandon was not an executive at that time, I object to the conversation if he was an employee.

The Witness: He was display advertising manager at the time.

(Testimony of Roger C. Johnson.)

Mr. Sargent: I thought you said he became later.

The Witness: Mr. Montrose became later.

Mr. Sargent: If Mr. Montrose at that time was an employee and not a manager, then I object to the conversation with regard to him and ask that it may go out.

Mr. Persinger: Mr. Examiner, in regard to Mr. Montrose's remarks, they will be tied in later with the management. Otherwise, we have no objection to counsel's motion. I think it should be taken under advisement until I have an opportunity to tie it in.

Trial Examiner Kennedy: It will be so done. [39]

Proceed.

Q. (By Mr. Persinger) To clarify, was Mr. Montrose a member of the Guild when he spoke to you?

A. I don't know the date that he joined. I believe he was.

Q. Was he a member after that?

A. Yes, he was.

Q. Had Mr. Brandon applied for membership in the Guild?

A. I don't know whether he actually filled out a membership card, but he asked me if he could join.

Q. Was his name ever proposed for membership by anyone?

A. It was, at a meeting that I did not attend.

(Testimony of Roger C. Johnson.)

Q. All right, go ahead.

A. In this same general period—I believe it was October—I went to Harwood Young, business manager, and told him that some of the display men were complaining to me that they were being required to work Saturdays now which was something that had not been required of them very much in the past.

In fact, most of the advertising men found nothing to do on Saturdays, and there could be no reason why they should be required to work on Saturdays at this particular time.

I told Mr. Young that the display men felt that their interest in the Guild and their activities in the Guild had aroused the ire of Mr. Brandon who had ordered the Saturday [40] work, and that it was bound to create a lot of bad feeling unnecessarily.

I told Mr. Young that if the men were required to work on Saturdays that it was essential that they should be given an explanation as to that and should be told by him or some person in authority that it was not because of their Guild activities, because we certainly, as Guild members, didn't want to disrupt the organization.

I went with Mr. Young to the Hollywood Y. M. C. A., which is about a block from the Citizen News, so we couldn't be seen talking together on this particular thing, and I told him, repeated to him what

(Testimony of Roger C. Johnson.)

I had told him previously; and he said yes, that Mr. Brandon had done this thing hastily; that it was a bad thing to do; and that Mr. Brandon in the past had from time to time caused the management embarrassment because of his quick temper and his—well, I will put a period there.

Q. Just to clarify, you made some remark about going to the Y. M. C. A. so you couldn't be seen?

A. Yes, sir.

Q. Who suggested going to the Y. M. C. A., you or Mr. Young?

A. Well, I wouldn't like to state definitely because I don't recall. I wasn't in the habit of going to the Y. M. C. A. to talk things over, so the suggestion may have come from Mr. Young. [41]

Q. Did either one of you make any statement that you didn't want to be seen with the other?

A. Mr. Young said that. I had no reason for not wanting to be seen, in particular. I would say it was more by mutual consent. He said that he would do his best to correct the situation.

I told him I would be glad to cooperate with him because I didn't want any flare-ups in the advertising department over a small misunderstanding; and the conversation ended when he told me he would talk with Mr. Brandon and see if he couldn't correct the misapprehension and have some of the men, perhaps, not come down on Saturday if the display department could operate efficiently that way. [42]

(Testimony of Roger C. Johnson.)

Several times I was permitted, with the permission of the [45] management, either Judge Palmer or Mr. Swisher, to do some outside publicity work. The first was approximately two years ago in the Hollywood Hussars, an organization sponsored by Gary Cooper, the actor, but actually headed by Arthur Guy Empey, the author. It turned out to be a horseback riding organization, semi-military, and Mr. Swisher, to whom I talked at the time, said that he saw no objection as long as I was going to do the work in my own outside time, which I did, of course; and I often went horseback riding to take out my pay. That was one form of payment to me. I got very few actual dollars; more sores than dollars, from horseback riding.

Another time was during the state American Legion Convention in August, I believe it was, 1936, when my city editor, Harold Hubbard, showed me a letter from some eastern paper—I believe it was the Washington Post—requesting that someone write a story for them; that there was five dollars in it. Mr. Hubbard suggested that I do it, which I did.

Another time in 1936 I was requested to write by our downtown county correspondent—not requested, but asked if I would like to serve on the Roosevelt Publicity Committee when Roosevelt was running for re-election, and I told him I would like some outside work in addition to my salary, if it was

(Testimony of Roger C. Johnson.)

permissible in my office, but in my political capacity I didn't like to do political publicity, but I would ask Judge Palmer, which I did. Judge Palmer told me he saw no objection; [46] that I could do so if I cared to. I later decided that even in spite of that permission I would not do it, and I did not.

In the same fall of 1936 Harwood Young, the business manager, asked me if I would like to handle Santa Claus Lane publicity, which is an annual series of parades and appearances of motion picture stars lasting approximately a month during the Christmas season starting immediately following Thanksgiving and ending usually on Christmas Eve, and sponsored by the Hollywood Chamber of Commerce and the Hollywood Merchantors Association and the businessmen in general on Hollywood Boulevard.

I told him that I would like to do that, but he told me to see Carl Bush, the Chamber of Commerce secretary, and work out the details; and I performed that work and I was paid by a Citizen News check, I believe it was, for performing that work.

I repeated the same thing last year; that is, in December, 1937, again at the request of Mr. Young, the business manager, although this time he told me that because he didn't want to get—I believe he said "involved" or something to that effect, that

(Testimony of Roger C. Johnson.)
the check would come from the Chamber of Commerce this year, and it did come from the Chamber of Commerce. [47]

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MELLIER G. SCOTT, JR. [48]

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows: [49]

Direct Examination

Q. What was your salary when you were discharged in May of this year? A. $40 a week.

Q. Was that a series of small raises?

A. My salary was raised from $16 to $18 in March.

Q. What year.

A. 1936; and about a month later it was raised to $25. I think in August of 1936 it was raised to $35, and about June, 1937 to $40. [52]

Q. Now, were your raises personal raises or were they blanket raises throughout the entire department?

A. I think all of them were personal raises except the one about June, 1937. I think there were several other raises at that time. [54]

Q. Any other incidents that you can think of that would indicate your relations with the judge?

A. The raise that I received in August, I believe it was, of 1936, was given to me one afternoon.

(Testimony of Mellier G. Scott, Jr.)

Judge Palmer came in after being down in court, and looked over the editorials and said, "Scott, you are doing fine. I am going to raise your salary."

About a week later I received a raise from $25 to $35.

About October, 1936, Citizen News employees in the editorial department began to organize the Guild. I wasn't told about it immediately. I didn't learn about it, I believe, until about two meetings of the employees had been held, and I somewhat resented the fact that I was not asked to join the Guild immediately.

It was explained to me that some of the employees were dubious about asking me to join the Guild because of my close [56] relationship with Judge Palmer. But since I had written editorials in which I had championed the rights of labor and working people in general, I couldn't understand why they would take that attitude toward me, and at the earliest opportunity I went to one of the meetings of the employees and signified my desire to join the Guild.

A few days later I went to lunch with Judge Palmer. He occasionally asked me to go to lunch with him. We went to lunch at Travaglini's and during the course of the luncheon I told him that I had joined the Guild. I said that I had joined the Guild because I believed in the labor movement

(Testimony of Mellier G. Scott, Jr.)

and joined it on principle. At that time I was well satisfied with the salary I was earning. I thought it was sufficient in the light of my experience, and I didn't join the Guild for any personal gain that I could get out of it. It was the natural thing for me to do in view of my general philosophy, general outlook. [57]

The Witness: Judge Palmer made very little comment on my explanation on why I had joined the Guild. As I remember, he just gave me a very long, slow look, took it all in—— [59]

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ELIZABETH YEAMAN

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows: [66]

Direct Examination

The Witness: It was about in June, 1936, I believe, that several of us in the editorial department were wondering if we would get a raise when they sometimes gave raises in July, and Morton Thompson, a member of the department at that time, got the bright idea that all eight of us who had been there for some time, or who were regarded as outstanding members of the department, or important members of the department, should send in a little petition to Judge Palmer asking for a

(Testimony of Elizabeth Yeaman.)

raise in salary. We thought that sounded like a good idea, too, and I remember that we worked on this petition for a couple of days writing it and rewriting it to make it very diplomatic and very polite, stating that business conditions seemed to be nice now and we should like an increase in salary.

And the petition, signed by the eight of us, was presented to Mr. Swisher who, in turn, was asked to give it to Judge Palmer. He gave it to Judge Palmer. Mr. Swisher brought back word that the judge looked at it and read it, and said to him, "Well, what are they making? What do they want?" [72]

I was amazed, and the others expressed equal opinions of amazement, that Judge Palmer, of all people, didn't know what we were earning, and had no idea of what we wanted.

And so we got together in a huddle and decided what we should do, and we decided that individually we would write him little letters; we would seal them up, and we would not consult with each other on them, but we would just write a personal letter stating whatever we wanted and send it in to him.

In the majority of cases they turned out to be case histories of what our raises had been and approximately what time and how long we had worked there, and we sent in these little letters, and we waited anxiously for some reply to them.

We didn't get a reply, and we were getting a little jittery and anxious about it; and finally Mr.

(Testimony of Elizabeth Yeaman.)

Thompson, Judge Palmer's Secretary, came in one afternoon and posted a notice on the bulletin board inviting all editorial department employees to see Mr. Thompson to make an appointment for an individual interview with Judge Palmer to discuss salary readjustments.

And we eight who had sent in the petition felt that we had more or less had our ears slapped down for presuming to have asked ourselves since no answer was ever sent direct to us, and this blanket invitation was posted on the bulletin board as our only answer.

We made our appointments with Judge Palmer. I remember I went in for mine. It was a perfectly delightful interview. [73] He had the capacity to draw you out, to make you expand, to make you feel you were important, that you were good.

Chiefly, the discussion centered on my ultimate ambition and what my aspirations for the future were. It was a perfectly charming talk. I came out glowing, just glowing. I felt everything was wonderful, and suddenly I sat down at my desk and realized that the subject of money had never been mentioned. And it was something of a shock.

And the others went in and had their little appointments and they came out and we all got together all feeling so good, isn't the judge wonderful, and whether I ever got a raise or not, I would still think he was wonderful.

(Testimony of Elizabeth Yeaman.)

We went on like this, and then we got to comparing notes further and discovered that he hadn't mentioned money to any of the eight, I should say.

The first week in July, I believe it was, some raises came through. They were just sort of blanket, customary raises that generally had come, and at that time the word came around through Roger, who had talked to Mr. Young when we had expressed disappointment at not being heard, our petition of eight not being heard, that Mr. Young said to him, "Well, Judge Palmer never deals with pressure groups."

We were very much hurt and astonished that he should have regarded this very diplomatic little petition as the efforts of a pressure group. [74]

I will try to think of the proper sequence of events from now on.

It was in the following fall—I am leaving out something. At the time that the salary raises that first week in July, I believe, were made, a copy of Office Gossip was issued. Office Gossip is a little mimeographed sheet that tells all gossip about various employees in the different departments; it is put out by the management, and it is issued with our pay checks on Monday morning.

This copy of Office Gossip stated that if anyone was dissatisfied with his wages or working conditions—I can't be exact in the wording, but I submitted my copy of Office Gossip to Mr. Persinger—that anyone who was dissatisfied was re-

(Testimony of Elizabeth Yeaman.)

quested to seek employment elsewhere, earnestly requested to seek employment elsewhere.

Q. Just a moment.

(Thereupon a document was received and marked as Board's Exhibit No. 3 for identification.)

Q. (By Mr. Persinger) I show you a document marked Board's 3 for identification and ask you if you can identify it. A. Yes.

Q. Is this the Office Gossip edition you spoke of?

A. Yes, sir.

Mr. Persinger: This reads—it is in three parts, the second part headed, "Register your complaints." reads as [75] follows:

> "If any employees have any complaints as to salary or working conditions, they should lodge them with Mr. Young or with their department heads who will take them up with Mr. Young. Complaints thus presented will receive earnest consideration. The management will probably not agree with all your contentions, but will welcome them, and you will feel better after discussing them with someone in authority. If employees are dissatisfied after their complaints have been considered, they should make an immediate and earnest effort to locate jobs elsewhere, for they are not doing themselves justice in working under conditions against which they rebel."

(Testimony of Elizabeth Yeaman.)

I offer that in evidence as Board's Exhibit 3.

Mr. Sargent: No objection.

Trial Examiner Kennedy: It will be so received.

(Thereupon the document above referred to was received in evidence and marked as Board's Exhibit No. 3.)

BOARD'S EXHIBIT No. 3

This was issued after 8 of us in the editorial department had asked for salary raises.

OFFICE GOSSIP

Saturday, July 4, 1936

Appreciated

The donations, totalling $25.54 by Citizen-News employees to the shoe fund for poor children in memory of Mary G. Palmer were greatly appreciated by her family. This cause was always close to Mrs. Palmer and she obtained great satisfaction from every pair of shoes that she could help to provide for the unfortunate ones.

* * * *

Register Your Complaints

If any employees have any complaints as to salary or working conditions they should lodge them with Mr. Young of with their department heads who will take them up with Mr. Young. Complaints thus presented will receive earnest

(Testimony of Elizabeth Yeaman.)

consideration. The management will probably not agree with all your contentions but will welcome them and you will feel better after discussing them with someone in authority. If employees are dissatisfied after their complaints have been considered, they should make an immediate and earnest effort to locate jobs elsewhere for they are not doing themselves justice in working under conditions against which they rebel . . .

Harlan G. Palmer

* * * *

The display department seems to be having old home week what with moving desks and phones and everyone playing "Puss wants a Corner" or something. . . . Wally Sellers and his assistants have beeen installing all cuts from the composing room into new files installed last Tuesday nite, a result of V-men recommendations. . . . Wally has a new rule regarding serving outside publications with mats before 6 P.M. so that files will not be entered during the evening. . . . Evelyn Greig was transferred into the main office to assist Harry Brandon. . . . Quite a social whirl what with George Engstrom of the Fresno Bee, Hugh Baker's brother from Trinidad, Colo., and Margaret Mary Johnson's boy friend from Minnesota all to be shown the town. . . . Bea Brennan went philanthropic and sold roses at the

(Testimony of Elizabeth Yeaman.)

Actors Fund benefit and does she know the low-down on your favorite movie star. . . Will the salesman who left his Citizen-News advertising rate book at 1000 West 7th please notify Mr. Brandon as to who he was? . . . Circulation for June was terrific. . . . Has Rip told you about the boys new plan to have the radio cops help them to collect? . . . Why does Elizabeth Yeaman read a Bible in the drugstore of all places? . . . Try and get Joe Brown to confess about his wrestling match with Jack Daro at the Olympics Wednesday nite. . . . Why does Mary Shoemaker keep pestering everyone to find out who Ford Dixon is? . . . The Judge is having the annual clan meeting of the relations at Malibu for the Fourth. . . . Dean Morgan, Jimmy Rohrer and George Freeberg are heading for San Diego for two weeks of marching and sore feet with the Marine reserves. . . . Jack Baughman wound up his Oregon vacation with a demolished car and a few stitches on his pate. . . . Some fun! "Is it true what Judy says about Dayton" . . . Bo-bo-bo-Horace Turner has a new swivel chair but can't use it while the Bowl programme is under way. . . . Don Ryrie, Jack Miner, Hank Grattan, Les Benson and Ernie Belt are practicing up for that tennis challenge from the business office. . . . George Porter has been looking that way because Char-

(Testimony of Elizabeth Yeaman.)

> lotte Muir has been out with the flu all week. . . . In Sepulveda is the House that Jack built —Jack Petty. . . . Vacationing this week—No-Stupe—not all together, are Bill Gibbs, Lowell Redelings, George Palmer, Lucille Bowley, R. P. Smith, L. Lugoff, the Hookways, father and son, Glenn MacDonald and Paul Tull.

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The Witness: It is a little difficult for me to tell you what a shock that paragraph was to me and to others in the editorial department.

Mr. Sargent: If the Court please, I ask that that may go out as entirely unresponsive.

Mr. Persinger: If the Examiner please, I think she should be permitted to give her own reaction which is the important [76] part of such a notice.

Trial Examiner Kennedy: That is the reason I hesitated ruling because I knew the same material could come in practically the same form with just one or two proper foundation questions.

Mr. Sargent: I have no objection to her giving her reaction.

The Witness: If it please the Board, perhaps I owe you an apology, but I would like to explain to you and to Mr. Sargent that in the Guild and in the editorial department we not only bargain collectively, but we think collectively, and it is awfully

(Testimony of Elizabeth Yeaman.)

hard to say "I—I" because we don't think that way, and if I do offend in that way, I am sorry; but I am not accustomed to it.

Trial Examiner Kennedy: It is just one of the technical rules of the game. I think probably Mr. Sargent will be on guard to see that there is compliance with that rule, and under proper circumstances when he makes the proper objection, why, his objection will be sustained.

The Witness: If I slip, why, it is not a deliberate violation. It is instinct with me.

Trial Examiner Kennedy: It will be the editorial "we."

The Witness: Yes.

Mr. Sargent: I have no objection to her giving her reaction, your Honor. [77]

Trial Examiner Kennedy: Perhaps the Examiner's remark was objectionable.

Mr. Sargent: I have no objection to that.

Trial Examiner Kennedy: Now you go right ahead.

The Witness: I was greatly shocked by this paragraph in Office Gossip, because, as I have just explained previously, I had always felt so free to go to Judge Palmer with anything that came up, and in reading that brief paragraph I felt, and in discussing it with others, I found a joint, similar reaction, I felt that Judge Palmer's door had been slammed in my face; my free access to him when

(Testimony of Elizabeth Yeaman.)

anything that bothered me or troubled me came up had been cut off then and there.

I was hurt; I was shocked; I couldn't understand it; and I felt definitely that the whole thing was the result of eight of us in our naive wish to earn some more money having, perhaps, tread upon his toes in presenting a joint petition for some more salary. I couldn't understand any other reason for such an action.

So as a result, I did not go in to see Judge Palmer as I had previously. I didn't feel free to go in, and it made me very unhappy. I was used to running in there some times just to discuss the current affairs that were going on, to have pleasant little arguments over politics or something; and I didn't go in, and something was missing; something was cut off that I hadn't had before. [78]

And the following September they started organizing the Newspaper Guild in Los Angeles, and I will confess now that my ignorance of the labor movement was so complete that I knew very little about unions or guilds.

It had never occurred to me that a guild or union would be anything that I would want, that it would be anything that would appeal to me, and yet, because I felt more or less thwarted at the Hollywood Citizen News because I couldn't go to anybody any more, I developed the need to be with my fellows, to band with them, to discuss my problems with

(Testimony of Elizabeth Yeaman.)

them badly, and I joined the Newspaper Guild, although at the time I did go, I was amusingly called by my fellow members of the staff "a dirty, black Republican and a reactionary," and I think it was a source of considerable amazement to the other members that I did join the Guild.

I think, well, they thought, "this is an unexpected convert to the labor movement that we didn't think we would have."

I joined the Guild and I felt very happy in the Guild. [79]

Following—well, I think it was last June—each department was asked by Judge Palmer or Mr. Young to form a committee to send to him to discuss an agreement on wages and working conditions. The majority of us in the editorial department were then members of the Los Angeles Newspaper Guild. We held a unit meeting to discuss it and decided that inasmuch as we were members of the Guild we could enter into no company union agreement of any kind; that any contract or agreement reached would have to be reached through the Guild.

With those definite instructions, a committee was appointed to go in and discuss the matter with Judge Palmer, [85] acceding to his request that we send a committee.

That committee was composed of James Francis Crow, Floyd Simonton, Roger Johnson, and myself.

(Testimony of Elizabeth Yeaman.)

It was agreed among us that Jim was to be the chief spokesman, and I agreed that I would say practically nothing. Of course, I usually talk a lot, and I felt that Jim and Roger and the others could possibly present it more clearly than I.

As I look back on it now Jim made rather a pathetic effort in that discussion to try to educate Judge Palmer to the meaning of the Guild and its significance and value for us. He was very ingratiating and cautious in his approach in his sincere effort to explain to Judge Palmer without offending him why we could not do as the other departments had done—submit a schedule of wages and working conditions.

He explained that we were prohibited from such activity by the constitution of the Guild; and Judge Palmer apparently could not grasp what Jim was saying, either purposely or accidentally. He didn't seem to be able to understand it because he kept putting the proposition right back to Jim, saying, "Well, what do you people want? What salaries do you want? We are making up the budget for salary adjustments. Give me some idea of what you want."

And Jim would begin patiently all over again and go through the same explanation; and this went on until things were becoming very tense, and finally Judge Palmer said, "What [86] is the matter with you people?" He grew very angry. "What is the

(Testimony of Elizabeth Yeaman.)

matter with you people? Don't you know what you want? Can't you make up your own minds? Do you prefer to have somebody in Washington or New York or some place dictate to you? Can't you decide what you want for yourselves? Would you prefer to be dictated to by strangers miles away from you?"

And at that time I spoke up and I said, "Judge Palmer, that may be hard for you to understand, but it is true." I said, "Throughout the ages newspaper reporters have proven their complete inability to bargain properly for themselves."

I said, "Throughout the ages as individuals they have proved that they cannot attain for themselves the standard of living or the working conditions that other people in their class can," and I said, "We, as members of the Citizen News Unit of this newspaper guild realize only too well that we have failed just as badly as the men and women who have gone before us. We know we are failures. We haven't been able to bargain adequately for ourselves, and for that reason we are very happy and welcome having the Guild do it for us."

And he became extremely angry. He got red in the face. He was furious.

And that was about the sum and substance of Guild discussion at that meeting. It was at that meeting at which we left without having submitted any schedule as he had angrily [87] asked and de-

(Testimony of Elizabeth Yeaman.)

manded that we do, as had the other departments.

It was a number of days after that—I can't approximate the time now—it was a Friday afternoon, I remember well. Mr. Swisher called me into his private office and asked me to sit down. I sat down, and without any preamble of any kind, he said, "Miss Yeaman, I am making Jim head of the drama department."

I looked at him. It was rather a surprising announcement. And I said, "Yes."'

He said, "He does the work, and he ought to have the title."

And I said, "Well, as a matter of fact, Swish, Jim does do the work of an actual editor of that page. No one knows it or appreciates it more than I do."

I said, "He makes up the page. He edits the copy. He writes the heads. That is work that I did when I first had this job, work that always fretted me; it was hard for me; work that I disliked, and work that I was so delighted to have Jim take over because he is very quick and very efficient at it, and technically speaking, that is the work of a drama editor, and if Jim wants that title, and you feel he should have that title, that is perfectly all right with me." [88]

KARL VON VETLER SCHLICHTER

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: Give the reporter your full name and address, please. [94]

The Witness: Karl von Vetler Schlicter, 4627 Kingswell Avenue, Los Angeles.

Direct Examination

Q. (By Mr. Persinger) You formerly worked for the Citizen-News? A. Yes, I did.

Q. When did you first go to work there?

A. My first connection with the Citizen-News was in 1934, I believe, when I made a market survey for them through the University of Southern California. Then later some time in March of 1936 I received a call from T. Harwood Young, the business manager of the Citizen-News. He asked me to accept a job as commercial researcher and promotion manager on the paper.

At the time I was employed. I had a civil service rating. I told him that I had considerable security there and presumably for the rest of my life. He said, "Well, this is not the type of organization that fires people who are satisfactory. Can you get a leave of absence?"

I said that I thought I could for a period of six months. And then he said, he would suggest that I get a leave of absence for six months, come to work for the Citizen, and if at the end of that time

(Testimony of Karl von Vetler Schlichter.)

he was satisfied, I was satisfied, I could consider my job as secure as I considered my previous job under civil service. [95]

Q. And did you start to work then for the Citizen-News? A. Yes, I did.

Q. At what salary?

A. My starting salary was $35 a week.

Q. You were discharged May 14 or May 15 of this year?

A. I received a telephone call some time in the middle of the morning of May 14, Saturday. I was not at work. I did not work regularly on Saturdays. Harry Brandon, the advertising manager, asked me to come to the office.

I asked him why. He said he couldn't tell me. That he didn't want to spoil my week-end, so I should come in early Monday morning, at seven-thirty. I did so; met him at seven-thirty, and he discharged me.

Q. What was your salary at the time you were discharged? A. $42.50. [96]

Q. Now, to go back to the time you were first employed on the Citizen-News, will you tell us in your own words your personal relations with the management? You joined the Guild, did you not?

A. Yes, I joined the Guild in June, 1937.

My relations with the management were very friendly. I did not have the feeling that there was any anti-union activity at that time, though I was

(Testimony of Karl von Vetler Schlichter.)
unaware of this lack of knowledge as to my membership in the Guild as far as the membership was concerned. [99]

The first awareness of that type of activity was when the manager of the classified advertising department was talking to me one day.

Q. When?

A. I am quite sure it was shortly after I joined, some time in June, because we were discussing the semi-annual wage adjustments.

Q. Did those always take place the same time, July and January?

A. Yes. And in the conversation he said that he thought that the editorial workers were making a serious mistake to attempt to get higher wages. I said why did he think so. He said, "Well, the judge will never sign a union contract."

From then on there were a number of instances that made me feel that there was a definite program of attack on the union. Harry Brandon, the advertising manager, held regular meetings of the display salesmen almost every morning.

Q. Wait just a moment.

You had a particular job. Were you working under Mr. Brandon?

A. Why, when I first went to work, I was directly responsible to T. Harwood Young, the business manager. That continued on for about a year.

I then met Harry Brandon. Then Harry Brandon

(Testimony of Karl von Vetler Schlichter.)

assumed more and more authority over his department and also consider- [100] ably more authority over my work. I was required to attend these meetings, and on several occasions he spoke very harshly about unions in general, the Guild in particular.

Mr. Sargent: I object to that characterization and ask that he give the substance of what he said.

Trial Examiner Kennedy: Could you tell exactly what was said?

The Witness: Yes, I can.

Mr. Sargent: May the characterization go out?

Trial Examiner Kennedy: It will be stricken, the characterization.

The Witness: On several occasions he consumed the entire period of the meeting in a discussion of unions. For example, one time following headlines in the papers about a strike situation back East—I don't recall the immediate situation—he said that white collar workers were caught in the middle between business and laboring people, and that one of these days the white collar workers like us are going to get ourselves some guns and go out and shoot those union bastards.

That was the general tenor of those conversations.

On another occasion he derided the men for not working hard enough. He said that in the old days newspaper men were willing to work 12 and 16 hours a day, and reporters were better than policemen at catching criminals, ate and slept newspaper

(Testimony of Karl von Vetler Schlichter.)

work. "Now all they want to do is put in eight [101] hours, and watch the clock," and that the Guild was largely responsible for this.

And that type of thing continued at intermittent periods.

Then about, I think it was in October, 1937, we were invited to hold a conference to discuss whatever demands or requests we might have about working conditions or wages, and, being a Guild member, I discussed that with several other Guild members, told them I was of the opinion that this was an attempt to form a company union.

In one of these meetings after we had been discussing our demands, what our requests and demands might be, S. C. Montrose, one of the salesmen, arose and said that he would move that we ask the management to give more authority to Harry Brandon, sales manager, inasmuch as he had some very good ideas that he was never permitted to carry out; that he didn't have the right to select his own staff.

Jim Fisher got up and questioned him to this effect: "Do you mean that you want us to suggest that Harry Brandon, our boss, be given the right to hire and fire?"

He said, yes, he thought that Harry Brandon should have that right.

It wasn't very long after that that Harry Brandon requested membership in the Guild, and at a

(Testimony of Karl von Vetler Schlichter.)

Guild meeting at which his application was brought up, Montrose spoke at some length, possibly two hours, without interruptions, in favor of Brandon's— [102] in favor of the acceptance of Brandon's application.

I discussed this matter with Jim Crow, Jim Fisher, and others, and I told them that I felt this was an attempt to have Brandon dominate the Guild, particularly the display advertising men in the Guild, as he had dominated the sales meetings, and that I was very much against the acceptance of Brandon as a Guild member.

I told them that I felt this was an attempt, following the failure of the first company union, to make the Guild a company union and to emasculate it.

Montrose spoke at great length in favor of Brandon's acceptance. After he had exhausted all his arguments and a vote had been taken, he said this, in effect: He said, "You people may think you don't want Brandon in this organization, but you don't know him, and I do, and I can tell you now that you are going to be sorry that you didn't accept him."

A short time after that Brandon said in a sales meeting, regular meeting, that "You fellows certainly have tried to screw me up."

Then at another meeting a few days after that he said, "You fellows aren't working hard enough. You are thinking too much of unions, and you are not doing your work."

(Testimony of Karl von Vetler Schlichter.)

I believe it was in November or December that I attended a meeting at the Los Angeles Chamber of Commerce with Harry Brandon. We left with a representative of one of the Hearst [103] papers whose name I didn't catch.

Brandon and this man started discussing the Guild. That occurred shortly after the settlement of the Guild dispute in the East, and Brandon said that if he were a member of the Guild he would be very much ashamed to belong to any organization that had settled the dispute which involved the lowering of salaries of some of the workers on the paper.

And on the way back to the plant in the car after we left this man, he enlarged on that particular point. He said that the editorial workers on the Citizen-News were not worth greater salaries than they were geeting; they couldn't possibly hold a job on any other paper, any other metropolitan paper, and that when they were told if they didn't like conditions they could get jobs elsewhere, they never accepted the invitation, but always felt, well, they were satisfied. [104]

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ROGER C. JOHNSON

a witness recalled by and on behalf of the National Labor Relations Board, having been previously duly sworn, resumed the stand and further testified as follows:

(Testimony of Roger C. Johnson.)

(Thereupon a document was received and marked as Board's Exhibit No. 4 for identification.)

Mr. Persinger: At this time, Mr. Examiner, I think I shall offer as Board's Exhibit 4 in evidence a file which has been made up through the joint efforts of the Board and the Respondent, and which contains all the correspondence beginning on December 15, 1937, and continuing to June 7, of 1938, which relates to the negotiations carried on between Respondent and the Guild. It contains various proposals and counter-proposals. I offer it in evidence as a single exhibit. I don't see any particular point in breaking it down into subdivisions because the dates ought to be sufficient, and in referring to Exhibit 4, individual documents can be referred to by their dates.

Mr. Sargent: Mr. Examiner, I have no objection to the [105] file being entered save if we are to have them all as one, I would like permission in case any error is found, to be able to correct the error later on. For example, I have furnished at the request of counsel several proposed agreements, and if it be that by reason of an attempt to comply with this, I may have gotten a wrong page in somewhere or have an agreement with certain handwriting upon it, or if for any other reason it is not in all respects accurate, I would ask not to be bound thereby.

(Testimony of Roger C. Johnson.)

To the best of my recollection, that file now contains the complete correspondence, which was gotten out here this morning, and is complete, and I believe it is accurate. As the testimony goes along, it may show that there is some particular in which it is not entirely accurate, and as to that, if it should develop, I would like the opportunity to rectify and not be bound by the file as it now appears. [106]

BOARD'S EXHIBIT No. 4

Dec. 15, 1937

Judge Harlan G. Palmer,
Publisher,
Hollywood Citizen-News
1545 N. Wilcox Ave.,
Hollywood, California

My dear Judge Palmer:

The Los Angeles Newspaper Guild negotiating committee representing the employes of the Hollywood Citizen-News who are employed in an editorial capacity wishes to meet with you to offer a proposed contract for collective bargaining purposes.

May I suggest that you set a time late Friday afternoon, Dec. 17, for us to meet? This will permit most of the negotiators to be free from their assigned duties and will likewise make it possible for many of your editorial workers to sit with us as observers.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

We are certain that our discussions of various contract points will lead to a type of agreement satisfactory both to your staff and to the management.

Cordially yours,
C. H. GARRIGUES,
Executive Secretary
316 Currier Bldg.

CHG:A

———

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

December 16, 1937

C. H. Garrigues, Executive Secretary,
Los Angeles Newspaper Guild,
316 Currier Bldg.,
Los Angeles, California.

Dear Garrigues:

Wednesday afternoon, December 22, at Five o'clock would be the first date I could give you that would suit your wishes of a late afternoon appointment.

With best regards.

Yours very truly,
(Signed) HARLAN G. PALMER

HGP/T

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Los Angeles Newspaper Guild
Chapter No. 69, American Newspaper Guild
Affiliated with the Committee for
Industrial Organization
Los Angeles, California
(Bug) 1
315 Currier Bldg.

Dec. 17, 1937

Roger C. Johnson
President
1545 N. Wilcox Ave.,
HOllywood 1234
Ted LeBerthon
Norman Jacoby
George R. Rogan
Vice Presidents

Tom Cullen
Secretary
416 American Bank Bldg.
129 W. Secount St.,
MIchigan 9284
Frank Mittauer
Treasurer
1247 S. Los Angeles St,.
PRospect 2131

Judge Harlan Palmer
Hollywood Citizen-News
1545 North Wilcox
Hollywood, Calif.

Dear Judge Palmer:

Thank you for your letter of December 16, giving us an appointment at 5 p. m. Wednesday. We will be there at that time.

With sincerest regards,

Yours very truly,
(signed) C. H. GARRIGUES
Executive Secretary

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

AGREEMENT

This Agreement, made and entered into at Los Angeles, California, this ..... day of ....., 1937, by and between the Citizen-News Company (hereinafter referred to as "the Publisher") and the Los Angeles Newspaper Guild (a local, chartered by the American Newspaper Guild, hereinafter referred to as "the Guild"), acting for itself and on behalf of all the employes in the Editorial Department of the Hollywood Citizen-News and [the Hollywood Advertiser]*
its affiliated publications, except as hereinafter provided.

Witnesseth:

That in consideration of the mutual promises and agreements hereinafter agreed upon, it is understood and agreed by and between the Publisher and the Guild, as follows:

Article I—The Publisher does hereby recognize the Guild as the exclusive agency of its editorial employes for purposes of collective bargaining. [Anything above or not covered by the agreement is OK]

Article II—Guild Shop.

1. The Publisher shall require as a condition of employment of any employe that he be and remain

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*Matter enclosed in brackets [ ] written in pencil.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

a member of the Guild in good standing during the term of his employment. If an employe be not a Guild member at the time of signing of this agreement or at the time of his acceptance of employment, he shall become a member of the Guild within thirty (30) days of the date of signature of this agreement or within thirty (30) days of his becoming an employe of the Publisher.

2. The Guild agrees that it will admit to membership and retain in membership any employe subject to the Constitution of the American Newspaper Guild and by-laws of the Guild.

3. In the event that the Publisher finds it necessary to fill vacancies in the aforesaid editorial positions or requires additional editorial employes, he shall apply to the Guild to supply a candidate, or candidates, for said positions. In the event that the Guild is unable to supply candidates for said positions, satisfactory to the Publisher, within five (5) days after notice by the Publisher to the Guild of his requirements, the Publisher may select any persons he desires for such positions, provided they are eligible for Guild membership.

Article III—Classification.

1. The Editor, Managing Editor and City Editor shall be excluded from the provisions of this agreement.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

2. In the application of this agreement, all employes shall be divided into the following classifications:

(a) Reporters, including all editorial employes not otherwise classified; desk men, rewrite men, copy readers; rewrite men and reporters used interchangeably as copy readers, photographers and artists.

(b) Office boys and librarians.

Article IV—Minimum Salaries.

1. No employe in any of the foregoing classifications shall receive a weekly rate of pay less than that set forth in the following schedule of minimum rates:

| | |
|---|---|
| (a) Editorial Employes | |
| After five (5) years' newspaper experience | $70.00 |
| After four (4) years' newspaper experience | 60.00 |
| After three (3) years' newspaper experience | 55.00 |
| After two (2) years' newspaper experience | 45.00 |
| After one (1) year's newspaper experience | 37.50 |
| Less than one year's newspaper experience | 30.00 |
| (b) Office Boys | |
| Less than one year's newspaper experience | 20.00 |
| After one (1) year's newspaper experience | 22.50 |
| After two (2) years' newspaper experience | 25.00 |

2. As of the effective date of this contract, the salary of any employe which is not increased by fifteen (15%) per cent through the application of

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

the minimum salary provisions, shall be so increased.

3. The basis for computing experience, within the meaning of the above sections, shall be as follows:

Employment shall be calculated upon the basis of time spent on the staffs of daily newspapers of general circulation, or the bureaus of established national, or local news or photo services, in the same line of employment for which said employe is hired by the Publisher.

4. The provisions of this Article shall in no manner affect rates of pay now or hereinafter received by employees in excess of the minimum scale herein provided.

Article V—Five-Day Week

A five-day week for editorial employes is hereby established. In this connection the standard work day for editorial employes as hereinabove defined, shall be eight (8) hours to be served within nine (9) consecutive hours. All employes shall be entitled to reasonable time off from employment for mid-day lunch, or in those cases where the employe reports for duty before eight o'clock a. m. or works later than six o'clock p. m., for other meals. It is agreed that time off for meals as herein provided

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

shall not be included within the eight-hour period employed, unless on assignment.

Article VI—Overtime.

1. Overtime shall be compensated for at the rate of time and one-half, in either cash or time off.

2. Accumulated overtime shall be liquidated within regular 90-day periods, in amounts of not less than eight (8) continuous hours off, even if a less amount of time shall have been accumulated, at the mutual convenience of the employe and the Publisher, provided that a reasonable amount of accumulated overtime may be added to the employe's annual vacation. If overtime is compensated for in cash, it shall be liquidated weekly.

3. If an employe, having been once released from duty, is called back to duty before his next regular shift begins, he shall be compensated for one hour at the overtime rate in addition to the actual overtime worked after return to duty.

4. If an employe has not taken his accumulated overtime at the termination of his employment with the Publisher, he shall be compensated for such overtime in cash in a lump sum. In the event of the death of an employe, the Publisher shall pay to his estate an amount equal to the amount of overtime in cash to which the employe would have been entitled.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

5. In carrying out the provisions of this Article, it is agreed that each employe who is required to work overtime shall obtain from the Publisher or his representative who is responsible for the assignment, a memorandum showing the date and the number of hours due him, a copy of which shall be filed with the party making said assignment.

Article VII—Severance Indemnity.

1. Upon dismissal, an employe, upon request, shall receive a written notice from the Publisher or his agent stating the cause of his dismissal.

2. Upon dismissal or resignation, an employe shall receive cash severance pay in a lump sum equal to three (3) weeks' pay for every year of service, or fraction thereof, with the Publisher; such pay to be computed at the highest weekly rate of pay which the employe received during the year immediately prior to termination of employment, provided that if the employe's length of service is less than three months, no severance payment shall be made; if length of service is more than three months and less than six months, the severance payment shall be equivalent to one weeks' pay; and, if more than six months, but less than one year, the severance payment shall be equal to two weeks' pay.

3. In computing severance pay the years of service of an employe shall be determined as the total

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

consecutive years employed in the Citizen-News organization and predecessor companies.

4. In the event of the death of an employe, the Publisher shall pay to the employe's estate an amount equal to the amount of severance pay to which the employe would have been entitled upon dismissal or resignation.

5. Leaves of absence, granted by the Publisher, shall not count as breaks in continuous service although the time spent on such leaves shall not be considered service time.

Article VIII—Vacations.

1. Employes shall be entitled to annual vacations with full pay at the rate of one week after six months' service, two weeks after one year of service, three weeks after three years' service and four weeks after ten years' service.

2. An employe shall not be required to accept a vacation at any time except between May 15 and September 30.

Article IX—Sick Leave.

1. Sick leave with full pay shall be granted all employes.

2. No deductions shall be made for sick leave from overtime credited or to be credited to the employe.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Article X—Limitation of Apprentices.

1. Of the editorial employes as defined in Article III, not more than thirty per cent (30%) shall be employes with less than five years' newspaper experience and within that thirty per cent (30%) not more than one-half (½) shall have less than three (3) years' experience.

2. It is agreed that employes who satisfactorily perform the work normally or customarily done by fully experienced employes are entitled to receive a wage not less than the minimum wage provided in this agreement for fully experienced employes.

3. For the purpose of putting this principle into effect, it is agreed that not more than 30 per cent of the Editorial Employes of the Publisher shall receive a wage less than the minimum herein provided for employes of five years' experience, and it is further agreed that of said 30 per cent, not more than one-half shall receive a salary less than the minimum herein provided for employes of less than three years' experience. The provisions of this paragraph shall not apply to Librarians, or Office Boys.

Article XI—Expenses and Equipment.

1. The Publisher shall pay all legitimate expenses incurred by any employe in the service of the Publisher and necessary working equipment

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

shall be supplied by the Publisher. Employes using their own cars on assignments shall be compensated at the rate of ten cents (10¢) per mile.

2. Publisher shall reimburse employes for any damages to clothing, personal effects or professional equipment used in the course of said employment. Publisher shall pay as an item of expense for necessary meals when employes are working overtime by assignment. In the event of the death of an employe all unpaid expenses incurred on assignments as provided in this Article shall be paid to the estate of said employe.

Article XII—Miscellaneous.

1. Syndicate Rights: When the management sells or permits the use of any product of an employe for publication outside the Citizen-News Company organization, a mutually agreeable payment shall be made to the employe, and such payment shall be in addition to his weekly wage.

2. Struck Work: No employe shall be permitted to handle struck work, or work destined for struck departments or shops.

3. Guarantees: There shall be no reduction in pay of any employe and no reduction of personnel as the result of this agreement or of negotiations which led to its execution.

4. Combination Assignments: No employe employed as a photographer shall do the work of a

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

reporter, nor shall any employe employed as a reporter do the work of a photographer. It is further understood that employes hired as office boys, while employed as such, shall not perform the functions of reporters.

5. Space Writers: Space writers on regular assignments or correspondents contributing news or feature stories ordered by the City Editor or any other authorized agent of the Publisher, exclusive of student correspondents, shall be paid each week for such contributions at the rate of not less than seven and one-half cents (7½¢) per column line. Space writers who are contributing correspondents shall in addition to said space rates be reimbursed for travel expenses in the same manner as regular employes are reimbursed therefor under the terms of this agreement.

6. Outside Activities: Employes of the Publisher shall be free to engage in any activities on their own time which do not consist of services performed for publications in direct competition with the Publisher, provided that without permission, no employe shall exploit his connection with the Publisher in the course of such activities.

7. Vocational Opportunity: The Publisher agrees that copy boys or office boys who have been employed by the Publisher for three years will be given the opportunity for advancement in the classi-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

fications covered by this agreement, provided that additions to the staff under this provision shall be exempt from the limitations of Article X. Any copy boy employed after the signing of this agreement need not be retained by the Publisher if, after three years' employment, he has failed to qualify for other employment.

8. The Publisher agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to employes of the Publisher.

9. No existing economic benefits or privileges now enjoyed by any of the employes in the classifications covered by this agreement shall be diminished or otherwise adversely affected by this agreement during the term thereof.

10. The Publisher agrees that no employe shall be required to have published under his own name any material containing an expression of opinion not in conformity with his own opinions.

11. The Guild is hereby given the privilege of posting notices upon the bulletin board now maintained in the editorial offices of the Publisher, and the Guild is hereby given permission to collect dues from its members on the premises of the Publisher, with the further privilege of holding unit meetings on the premises of the Publisher, provided that said meetings shall be held at times when the employes attending the same are off duty.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

12. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the Publisher.

13. This agreement, when executed by the parties, shall be and remain in effect for a period of one (1) year from and after the date of its execution. Furthermore, the terms of this agreement shall be retroactive as of the date when negotiations concerning said terms were begun.

14. Within a sixty (60) day period immediately prior to the termination of this agreement, the Publisher and the Guild may initiate negotiations for a new agreement to take effect at the expiration of the present agreement.

THE CITIZEN-NEWS COMPANY, a Corporation,

By.....

By.....

LOS ANGELES NEWSPAPER GUILD, a Local of the American Newspaper Guild

By.....

By.....

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Hollywood
Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

January 4, 1938

Los Angeles Newspaper Guild,
316 Currier Bldg.,
Los Angeles, California.

Gentlemen:

Attention: C. H. Garrigues, Executive Secretary

Enclosed herewith find for your consideration duplicate copies of changes which we contend should be made in the contract submitted to us by you.

Yours very truly,
THE CITIZEN-NEWS COMPANY
By HARLAN G. PALMER
General Manager

HGP/T
Encl. 2.

Opening paragraph should read in place of "its affiliated publications," as follows: "Hollywood Advertiser."

Article I—eliminated.

Article II—Guild Shop—eliminated.

Article III—Classifications

1. To those excluded should be added part time employees who individually average less than 20

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

hours per week in the employ of the publisher, correspondents, and employees of the advertising and promotion departments who may in the course of their regular duties in those departments, handle news of church, resorts, schools, real estate, finance, automobile business, home economics, promotional features and fashions.

Article IV—Salaries

(a) Editorial Employees

| | |
|---|---|
| Less than one year | $20.00 |
| Over one year | 25.00 |
| Over two years | 30.00 |
| Over three years | 35.00 |
| Over four years | 40.00 |
| Over five years | 45.00 |

Women Reporters, same as above except top minimum for more than three years shall be $35.00.

(b) Office Boys

| | |
|---|---|
| Less than one year | $16.50 |
| Over one year | 18.00 |
| Over two years | 20.00 |

Article IV

2. eliminated

Article IV

3. After "general circulation," add "of 10,000 or more."

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Article V—Five Day Week

To be so changed that the work week shall consist of either 40 hours so divided as to meet the requirements of the employee's duties or to consist of five days of eight hours each as determined by the managing editor.

It is difficult for us to make a general segregation such as was made by the Evening Herald.

Time off for "other" meals should apply to 7:30 worker reporting before 7 a. m. instead of 8 a. m.

Article VI—Over Time

Compensation for over time to be in equal time off, except upon dismissal or resignation when over time shall be paid in cash at the straight time rate.

Article VI, subdivision 2, should provide that whenever an employee has accumulated less than 8 hours over time within a 90-day period, it may be liquidated, at the option of the employee, in equal time off or carried over into the next 90-day period.

Article VI

4. Over time payable to an employee whose employment is terminated or in the event of death to be at straight rates.

Article VII—Severance Indemnity

1. Add to said subdivision the provision that nothing in this contract shall be construed to impair

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

or invade the right of the publisher to determine competency and to peremptorily discharge.

2. Severance payments to be made on the basis of:

None for less than 3 months service;

For 3 months to 6 months, two weeks dismissal notice, or one weeks dismissal indemnity at option of publisher;

After 6 months service an employee shall receive in cash his dismissal indemnity of one weeks pay for each 40 weeks of employment up to a maximum of 20 weeks pay.

Only a resignation requested by the Publisher in writing shall entitle the resigning employee to dismissal pay.

Length of service for computation of severance pay shall include only full-time service.

All loans, advances or debts to the Publisher shall be deductible from any sums due employee upon resignation or discharge.

3. Substitute for "predecessor companies," "Hollywood Citizen."

4. Eliminated.

Anything to the contrary notwithstanding, no severance indemnity shall be paid an employee if discharged for insubordination or neglect of duty.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Article VIII—Vacations

Limited to two weeks after one year of service, length of service to be computed from July 1st of preceding year, with an allowance of 1/6th of a six-day working week for each month of employment.

Article IX—Sick Leave

Sick leave shall be allowed on the same basis as vacations, extendable at the option of Publisher.

Article X—Limitation of Apprentices — eliminated

Article XI—Expenses

1. Necessary working equipment to be supplied by the Publisher excepting where employee may desire to use his own equipment. Mileage to be computed at the rate of 5¢ per mile for the first 100 miles in any one week, at the rate of 4¢ per mile for all over 100 miles in any one week.

Article XII—Miscellaneous

2. Eliminated
3. "no reduction of personnel" to be stricken.
4. Eliminated
5. Eliminated
7. Eliminated
9. Eliminated

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

11. Meetings of Guild on the premises to be held under circumstances so as not to interfere with the work of employees who have work to do.

12. Eliminated

13. Agreement to be effective until July 1, 1938; terms to be retroactive to January 3, 1938.

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VA 6639

315 Currier Bldg
Jan. 11, 1938

Harlan G. Palmer, Publisher
Hollywood Citizen-News
Hollywood, Calif.

Dear Judge Palmer:

The negotiating committee for the Citizen-News unit of the Los Angeles Newspaper Guild has received from the Unit the following letter:

> "Editorial department members of the Hollywood Citizen-News Guild shop have examined the changes proposed by the management in the basic Guild contract which you submitted in their behalf on Dec. 22, last.
>
> "The Guild members express themselves as being at a loss to understand the attitude of the management on many of the points involved. They feel that, for the sake of intelligent action

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

on the counter-proposals, they require detailed explanations from the management.

"With the end in view of soliciting such explanations, may we suggest, then, that you arrange a second contract meeting with the Citizen-News executives as quickly as possible."

In conformity with the instructions of the unit, may we request an early meeting with yourself and your executives at which time we may inquire into the position of the management in regard to certain counter-proposals? We would appreciate an appointment as early as is convenient to the management of the Citizen-News.

Cordially yours,

C. H. GARRIGUES

for the committee

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Hollywood
Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

January 12, 1938

Mr. C. H. Garrigues,
Los Angeles Newspaper Guild,
315 Currier Bldg.,
Los Angeles, Calif.

Dear Garrigues:

We expected and appreciate the privilege you accord us to present to our employees our position in reference to the proposed Guild contract submitted to us. How would Friday of this week at five o'clock be for such a purpose?

Yours very truly,

HARLAN G. PALMER (signed)

HGP:ds

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Hollywood
Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

February 9, 1938

Los Angeles Newspaper Guild,
316 Currier Bldg.,
Los Angeles, California.

Gentlemen:

Attention: C. H. Garrigues, Executive Secretary

Having given study and thought to the arguments advanced and contentions made by the negotiators for Hollywood Citizen-News Guild Members in support of their proposed contract and in opposition to the proposals made by us under date of January 4, 1938, we submit herewith an outline of a new proposal directed to your original proposal which has been used as the basis of discussions.

Yours very truly,

THE CITIZEN-NEWS COMPANY

By HARLAN G. PALMER

General Manager

HGP/T

Encl. 2.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Opening paragraph should read in place of "its affiliated publications," as follows: "Hollywood Advertiser."

Article I—eliminated.

Article II—Guild Shop—eliminated.

Article III—Classifications

1. To those excluded should be added part-time employees who individually average less than 20 hours per week in the employ of the publisher, correspondents, and employees of the advertising and promotion departments who may, in the course of their regular duties and assignments in those departments, handle news or publicity items or photographic material.

2. (a) Reporters, etc., except as in (b) and (c) below.

(b) Society and Club Editor.

(c) Librarians, assistant editors, reporters on society, clubs, organizations, schools, churches obituaries, hotels and travel.

(d) Office Boys

Article IV—Salaries

(a) Desk Men and Reporters:

| | |
|---|---|
| Less than one year | $20.00 |
| Over one year | 25.00 |
| Over two years | 30.00 |
| Over three years | 35.00 |
| Over four years | 40.00 |
| Over five years | 45.00 |

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

(b) Top minimum, after four years, 40.00

(c) Top minimum, after three years, 35.00

(d) Office Boys

| | |
|---|---|
| Less than one year | $16.50 |
| Over one year | 18.00 |
| Over two years | 20.00 |

Article IV

2. eliminated

3. After "general circulation," add "of 5,000 or more."

Article V—Five Day Week

Work week shall consist of either 40 hours so divided as to meet the requirements of the employee's duties or to consist of five days of eight hours each as determined by the managing editor after consultation with affected employees.

Article VI—Over Time

Compensation for over time to be in equal time off, or equal pay, at the option of the Publisher, except upon dismissal or resignation or death when over time shall be paid in cash at the straight time rate.

Article VI—subdivision 2, should provide that whenever an employee has accumulated less than 8 hours over time within a 90-day period, it may be

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

liquidated, at the option of the employee, in equal time off or carried over into the next 90-day period.

Article VII—Severance Indemnity

1. Add to said subdivision the provision that nothing in this contract shall be construed to impair or invade the right of the Publisher to determine competency and to peremptorily discharge.

2. Severance payments:

After 6 months service an employee shall receive in cash dismissal indemnity of one weeks pay for each year of service to and including five years and one weeks pay for each thirty weeks of service thereafter up to a maximum of 26 week's pay.

A resigning employee shall not be entitled to dismissal pay excepting when the resignation is requested by the Publisher in writing.

Length of service for computation of severance pay shall include only full-time service.

All loans, advances, or debts to the Publisher shall be deductible from any sums due employee upon resignation or discharge.

Article VII

3. Substitute for "predecessor companies," Hollywood Citizen."

4. eliminated

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

No severance indemnity shall be paid in the event of suspension of publication or discharge for gross misconduct or wilful breach of duty.

Article VIII—Vacations

Limited to two weeks after one year of service, length of service to be computed from July 1st of preceding year to July 1 of current year, with an allowance of 1/6th of a six-day week for each month of employment. (For example: Ten months of service would entitle employee to 1 2/3 week of vacation)

Article IX—Sick Leave

Sick leave shall be allowed on the same basis as vacations, extendable at the option of Publisher.

Article X—Subdivisions 1, 2 and 3,—eliminated.

Article XI—Expenses

1. Necessary working equipment to be supplied by the Publisher excepting where employee may desire to use his own equipment. Mileage to be computed at the rate of 7¢ per mile for the first 40 miles in any one week, and at the rate of 3¢ per mile for all over 40 miles in any one week.

Article XII—Miscellaneous

2. eliminated
3. "no reduction of personnel" to be stricken.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

4. eliminated
5. eliminated
7. eliminated
9. eliminated
11. Meetings of Guild on the premises to be held under circumstances so as not to interfere with the work of employees who have work to do.
12. eliminated.
13. Agreement to be effective the first week following execution and to continue until July 1, 1938.

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Feb. 23, 1938

Harlan G. Palmer, Publisher
Hollywood Citizen-News
Hollywood, Calif.

Dear Judge Palmer:

I feel that I must apologize for our failure to send you the outline of the Guild's present position which we promised you at our last meeting.

I imagine you realize that the amount of work incident to the critical situation at Glendale has made it extremely difficult for the negotiating committee to give the Hollywood negotiations the attention they deserve.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

The Citizen-News unit has met and considered the matters involved. As soon as the decisions reached can be digested, they will be transmitted to you.

Sincerely yours,

C. H. GARRIGUES

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## GUILD NOTICE

March 5, 1938

Following are the increases in weekly earnings of employes of the Glendale News-Press resulting from the recent negotiations with the Los Angeles Newspaper Guild:

EDITORIAL

| Name | Position | Increase | Name | Position | Increase |
|---|---|---|---|---|---|
| Lynd | Desk | $5.50 | Goshorn | Reporter | $4.50 |
| Hushaw | Desk | 8.00 | Wathey | Reporter | 6.25 |
| Sprague | Reporter | 7.25 | Lill | Ch. Ed. | 7.50 |
| Borio | Sub. Ed. | 12.50 | Sinks | Soc. Ed. | 3.00 |
| Curtis | Soc. Rptr. | 5.00 | Vaughn | Soc. Rptr. | 8.00 |
| Park | Spt. Ed. | 10.50 | Kuest | Spt. Rptr. | 9.25 |
| Dunn | Off. Boy | 3.00 | Darrow | Sub. Rptr. | 9.00 |
| Wells | Photo | 3.75 | | | |

TOTAL INCREASES: Equal to 23 per cent of total payroll.

DISPLAY

| | | | | | |
|---|---|---|---|---|---|
| Kellogg | Salesman | 1.00 | Cobley | Salesman | 7.25 |
| Blakey | Salesman | 8.75 | Sanders | Salesman | 7.25 |
| O'Kell | Salesman | 6.00 | Dewar | Salesman | 3.00 |
| Resh | Salesman | 5.25 | Parsons | Salesman | 5.00 |
| Power | Desk | 2.00 | Ostendorf | Desk | 4.50 |
| Rice | Proof Boy | 4.25 | Wheeler | Proof Boy | 3.75 |

TOTAL INCREASES: Equal to 14 per cent of total payroll.

(More)

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

March 9, 1938

Harlan G. Palmer, General Manager
Hollywood Citizen-News
Hollywood, Calif.

Dear Judge Palmer:

In conformity with your suggestion, the following is an attempt to set forth the present position of the Guild in regard to the proposed editorial department contract.

We must point out again, however, that it is impossible to consider any single clause of a labor contract except in relation to all other clauses. Primarily, the Guild seeks to establish fair wages, shorter hours and a measure of job security for all its members. Each of the provisions originally proposed by the Guild is designed to accomplish one or another of these purposes. As we conceive it, it is the purpose of these negotiations to select from the provisions proposed by the management and those proposed by the Guild such clauses as will give the greatest possible advantage to the employes with the least possible interference with or expense to the management.

From such a viewpoint, negotiations become the selection of alternatives and any attempt on the part of the Guild to impose upon the management any one of several alternative methods of achieving a

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

given result would seem an arbitrary act entirely out of harmony with the spirit of these negotiations.

The following proposals, then, must be considered as setting forth the Guild's position in regard to alternative methods of obtaining a desired result. In many cases the Guild may be indifferent as to the method but in every case it is firm in its conviction that the result must be achieved by one or another of the methods proposed.

I. Guild Shop—Severance Pay

The Guild believes that the contract must include either a Guild Shop provision with proper limitation of apprentices and limited severance pay or adequate, unrestricted severance pay as alternative methods of achieving a measure of job security.

(a) Guild Shop: The Guild Shop, with apprenticeship limitations, represents an attempt to achieve job security through a method similar to that of the mechanical craft unions. Since the Guild does not attempt to exercise "job control" by reviewing either hiring or dismissal as do mechanical unions, it proposes a limited severance pay for discharged employes in lieu of the right to review dismissals.

(b) Severance Pay:

By "adequate" severance pay is meant the severance pay schedule in effect on other Los Angeles papers which is also approximately the schedule prevailing through the Scripps-Howard and Hearst

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

chains. The Unit does not consider the management's recent proposal for an uneven ratio of severance pay to be fully adequate but is willing to accept this proposal, as a concession to the management, if this concession will help to hasten a mutually satisfactory agreement.

By "unrestricted" severance pay is meant severance pay in event of discharge for any cause. The Guild cannot accept a provision which would deprive an employe of severance pay merely because of an allegation that he had been guilty of misconduct or negligence. Where is shall appear that an employe has affirmatively sought his own discharge in order to collect severance pay, the Guild will consider such act on the part of the employe as equivalent to resignation and will waive severance pay in such cases. The Guild believes that such clarification as to the intent of a contract should be set forth in an agreement collateral to the contract.

II. Five Day Week

The Guild members on the Citizen-News are unanimously of the opinion that the five-day week can be established on this paper at little or no additional cost. Members have considered the demands of their work carefully and believe that only a slight shifting of assignments would be necessary in order to

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

establish a five-day week. While the negotiating committee does not feel that the matter of individual assignments is a proper subject for negotiations, we will be glad to call upon our members to tell the result of their own investigation at our next conference if the management should so request.

Overtime: We are substantially in accord on overtime provisions except that the Guild cannot well accept a provision permitting payment for overtime in "equal pay". Because the Guild is desirous of spreading the work rather than piling up overtime money for individual members, we have been willing to abandon the usual claim of overtime pay on the basis of time-and-one-half and give the management of either paying time-and-one-half or giving equal time off.

III. Wages

For employes in Classification (a) the Guild can see no justification for the establishment of a scale lower than that prevailing on other Los Angeles newspapers.

It has been the practice of the Citizen News in the past to pay salaries equal to those on downtown papers. Its present salaries are equal to those established by the so-called Publishers' Posting which established prevailing scales in Los Angeles until the recent Guild contracts established a new scale. As a result of this policy, we must assume, the Citi-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

zen-News has assembled a staff equal in average ability to the staffs of downtown papers. Members of this staff cannot believe that the management now seeks to reduce them to some sort of sub-marginal classification of less than average competence.

(b) and (c) The Guild is willing to concede the possibility that, at present, there may exist on the Citizen-News some justification for a sub-marginal classification for employes who perform only a special sort of work.

We believe that the proposed classification, however, is too broad and the top minimums suggested are too low. Nor do we believe it is wise to establish scales for heads of sub-departments since it seems preferable that a scale should be established for employes and that those who are given especial responsibilities should be left free to bargain in their own behalf for salaries above the minimum. Accordingly, if the management agrees with us on Classification (a), we would accept the following scales and classifications in addition thereto:

(b) Editorial employes handling exclusively news of Society and Clubs, Churches (and possibly some other types, to be agreed upon)—Top Minimum, after four years, $40.

(c) Librarians, Top minimum, after three years, $35.

The scale for office boys is accepted.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

If the management agrees with us in respect to these salaries, we will be willing to waive our proposal for a level increase in pay for employes not affected by the minimums. It will be noted that this offer, together with the proposal for classification (b) fixes a somewhat lower salary schedule than that prevailing on downtown papers. We believe that if there does exist a justification for a differential between Hollywood and downtown salaries this method provides a more equitable method of establishing such a differential than does a proposal to establish a general scale lower than the prevailing scale.

IV. Expenses

It is understood that the Guild proposal is acceptable to the management except as to the specific rate for mileage.

The management's proposal for mileage is, under the circumstances, generally one which the Guild can accept except that it appears to discriminate against certain employes who customarily use their cars more than the average. If this effect can be elimininated, the management's suggestion can be accepted.

V. Term of Contract

In view of the past policy of the Citizen-News in making salary adjustments on January 1 and July 1, the Guild is willing that the proposed contract should expire July 1, providing that the terms of

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

any wage increase be made retroactive to January 1. Under the same conditions, the Guild would be willing to have the contract run until January 1, 1939, with provisions for re-opening the section on wages for adjustment July 1.

VI. Classifications

As an offer to hasten the termination of these negotiations, the Guild will agree that employes who, as of January 1, 1938, were on the payroll of other departments than the editorial department are not editorial employes covered by this contract even though their work may be strictly editorial.

VII. Other Provisions

Since other provisions depend to a certain extent upon the provisions discussed above, it is impossible at this time to state finally which other provisions the Guild would insist upon retaining.

It is the understanding of the Guild, however, that except where the management has proposed the elimination of a paragraph or phrase, such paragraph or phrase is acceptable to the management. We also understand that where the management has suggested amendment only of a particular portion of a section or paragraph, the remainder of the section or paragraph is acceptable.

We trust that the above sets forth the position of the Guild with sufficient clarity and that we may

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

soon have the opportunity of a meeting looking toward an early agreement.

Yours very truly,

LOS ANGELES NEWSPAPER GUILD

By

for the committee

---

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

March 14, 1938

Mr. C. H. Garrigues,
Los Angeles Newspaper Guild,
315 Currier Bldg.,
Los Angeles, California.

Dear Mr. Garrigues:

I am asking Willis Sargent to represent us in an effort to complete a contract with the Guild in the belief that he can bring this matter to a head where I haven't the talent to do so. I am asking Mr. Sargent to contact you and arrange with you for conferences.

Yours very truly,

HARLAN G. PALMER

HGP/T

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Los Angeles Newspaper Guild
(etc.)
315 Currier Building
(etc.)

March 16, 1938

Judge Harlan Palmer
Hollywood Citizen-News
Hollywood, Calif.

Dear Judge Palmer:

Thanks for your letter of March 14.

Inasmuch as the method of conducting negotiations was considered at some length during our previous meetings, your letter has been referred to the Citizen-News Unit by the Executive Committee.

We will notify you of the Unit's action within a day or two.

With best personal regards,

Sincerely yours,

C. H. GARRIGUES

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March 19, 1938

Judge Harlan G. Palmer
Hollywood Citizen-News
Hollywood, Calif.

Dear Judge Palmer:

Your letter announcing that you have retained Mr. Willis Sargent to continue negotiations with

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

the Guild relative to a contract covering Citizen-News editorial employes has been referred to the Citizen-News Unit.

The Unit has requested that a meeting be held Tuesday March 22, at 7:30 p.m., if possible, at which time negotiations be resumed. It is the desire of the Unit that all members be permitted to attend and that nightly meetings be held thereafter until the negotiations are completed.

In view of the previous experience of the Guild with Mr. Sargent and in view particularly of certain ill-founded reports recently circulated among Citizen-News employes, the Guild requests that Mr. Sargent hereafter have no communication with any Guild representative except in the presence of the *the* Guild negotiating committee, the Unit observers and executives of the Citizen-News.

Sincerely yours,

LOS ANGELES NEWSPAPER GUILD

Citizen-News Negotiating Committee

By C. H. GARRIGUES

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

March 25, 1938

Judge Harlan G. Palmer
Hollywood Citizen-News
Hollywood, California

Dear Judge Palmer:

In accordance with your request, the Guild negotiators have met twice with Mr. Willis Sargent and have discussed thoroughly with him the Guild proposals as outlined in our letter to you of March 9.

Mr. Sargent has given us his final proposal on all essential matters discussed. These proposals were not acceptable to the Guild.

The negotiating committee joins with the Citizen-News unit in the sincere belief that further discussion of the matter with Mr. Sargent would be fruitless, but cannot forbear to hope that in continued personal conferences with yourself there is still a chance of a satisfactory adjustment of our differences.

May we express our hope that you will give further study to our letter of March 9 and continue to meet with us in order that we may both try again to work out an amicable settlement in the same friendly spirit which proved so fruitful in the past.

Yours very truly,

LOS ANGELES NEWSPAPER GUILD
Citizen-News Negotiating Committee

By.....

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

March 28, 1938

Los Angeles Newspaper Guild,
315 Currier Bldg.,
Los Angeles, Calif.

Gentlemen:

Replying to your letter of March 25, in which you say: "Mr. Sargent has given us his final proposal on all essential matters discussed. These proposals were not acceptable to the Guild."

Today Mr. Sargent and I concluded a hearing before the National Labor Relations Board. Within the next few days we shall confer and will again communicate with you.

I appreciate the expression of friendly feeling. I sincerely hope that regardless of honest differences of opinion, it will continue.

Yours very truly,
HARLAN G. PALMER

HGP/T

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Western Union

Hollywood Calif
April 2 1938

C H Garrigues
2034 Oak Glen Pl
Los Angeles Calif

Sargent and I could meet with Guild next Tuesday night If not satisfactory please contact me for another day

HARLAN G PALMER

(copy)

———

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234

April 16, 1938

Los Angeles Newspaper Guild,
Negotiating Committee,
Los Angeles, California.
Attention: Mr. C. H. Garrigues

Re: Hollywood Citizen-News Negotiations.

Gentlemen:

At our last meeting at the plant on the evening of Wednesday, April 6th, it was our understanding that you desired us to reduce our offer to writing

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

and present the same to you. In compliance with that suggestion, we hereby enclose two copies of the same.

Pursuant to the agreement we have had throughout, we are not to be bound by any part of this proposal unless it is accepted in its entirety by you.

Yours very truly,

THE CITIZEN-NEWS COMPANY

By HARLAN G. PALMER

HGP/T

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AGREEMENT

This Agreement, made and entered into at Los Angeles, California, this ..... day of ....., 1938, by and between The Citizen-News Company (hereinafter referred to as "the Publisher") and the Los Angeles Newspaper Guild (a local, chartered by the American Newspaper Guild, hereinafter referred to as "the Guild"), acting for itself and on behalf of all the employees in the Editorial Department of The Hollywood Citizen-News and Hollywood Advertiser, except as hereinafter provided.

Witnesseth:

That in consideration of the mutual promises and agreements hereinafter agreed upon, it is understood and agreed by and between the Publisher and the Guild, as follows:

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Article I—The Publisher does hereby recognize [authorized]*

the Guild as the appropriate agency of its editorial employees for purposes of collective bargaining, except that with regard to any matters not covered by this agreement, it is agreed that an individual employee and the Publisher shall have the right to bargain with each other.

Article II—The Publisher retains full power and discretion, save as limited or prohibited by law, to employ or dismiss employees and also as to the number to be employed in any department, or as to the duties of each, and may merge, increase, reduce or eliminate departments and transfer any employee from one department to another without the violation shall receive a weekly rate of pay of not less than that set forth as follows:

| | | |
|---|---|---|
| (a) | Less than one year | $20.00 |
| | Over one year | 25.00 |
| | Over two years | 30.00 |
| | Over three years | 35.00 |
| | Over four years | 40.00 |
| | Over five years | 45.00 |
| (b) | Top minimum, after four years | 40.00 |
| (c) | Top minimum, after three years | 35.00 |
| (d) | Top minimum, after two years | 25.00 |
| (e) | Less than one year | 16.50 |
| | Over one year | 18.00 |
| | Over two years | 20.00 |

*Matter enclosed in brackets [ ] in this paper written in pencil.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

2. The basis for computing experience, within the meaning of the above, shall be employment calculated upon the basis of time spent on the staffs of daily newspapers of general circulation of 5,000 or more, or the bureaus of established national, or local news or photo services, in the same line of employment for which said employee is hired by the Publisher.

3. Nothing in this agreement shall be deemed to affect rates of pay now or hereafter received by employees in excess of the minimum scale herein provided.

Article V—Five Day Week.

[8 hrs. within 9]

[establish]

Publisher agrees to recognize the five-day, 40 hour week for editorial employees and to arrange a working schedule which shall provide for such a five-day, 40 hour week, except for suburban representatives [who may work a 40 hr. schedule within

empl.

a 6-day week. Working days for all others shall be 8 hrs. within a 9 hour spread, except that employees in the sports and drama dept. may work 8 hours within such a spread as their duties may require.] All employees shall be entitled to reasonable time off for mid-day lunch or for other meals in those cases where the employee reports for duty before 8 o'clock A.M. or works later than 6 o'clock

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

P.M. It is in letter or in spirit of any portion of this agreement.

Article III.—Classification

1. The Editor, Managing Editor and City Editor shall be excluded from the provisions of this agreement. Also excluded shall be part-time employees and correspondents who individually average less than 20 hours per week in the employ of Publisher, and employees of the Advertising and Promotion Departments who may, in the course of their regular duties and assignments in those departments, handle news or publicity items or photographic material. Notwithstanding the provisions of Article II, no position on the Editorial Department payroll at the date of entering into this agreement shall be transferred to any other department payroll during the life of this agreement.

2. In the application of this agreement, all employees shall be divided into the following classifications:

(a) Reporters, Desk Men, Rewrite Men and Copy Readers, [Artists & Photogs & editorial rewrite.]

(b) Society and Club Editor.

(c) Librarians, Assistant Club and Society Editors, Assistant Sports Editors, Assistant Drama Editors, Reporters on Schools, Churches and Obituaries.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

(d) ~~Secretaries.~~

(e) Office Boys.

Article IV.—Minimum Salaries

1. Employees in the foregoing classifications agreed that time off for meals, as herein provided, shall not be included within the working day.

Article VI.—Overtime

1. Compensation for overtime shall be at the [in cash] rate of time and a half, or in equal time off [in blocks of 8 hrs.] within 90 days, at the option of the Publisher, except that upon dismissal or resignation or death, any overtime shall be paid in cash at time and a half.

[~~8 hrs. each,~~ not less than]

2. If an employee has not taken his accumulated overtime prior to the termination of his employment with the Publisher, he shall be compensated for such overtime in cash at that time. In the event of the death of an employee, the Publisher shall pay to his estate, in cash, an amount equal to the amount of overtime, at time and a half, to which the employee would have been entitled.

3. In carrying out the provisions of this Article, it is agreed that each employee who is required to work overtime shall obtain from the Publisher or his representative who is responsible for the assign-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

ment, a memorandum showing the date and the number of hours due him, a copy of which shall be filed with the party making said assignment.

Article VII.—Severance Indemnity

1. Upon dismissal, an employee, upon request, shall receive a written notice from the Publisher or his agent stating the reason or grounds for dismissal, but this shall not be construed to in any wise impair or invade the right of the Publisher to determine competency or to pre-emptorily discharge any employee.

2. An employee who is dismissed after six months service, except as above, shall receive severance indemnity of one (1) week's pay for each year of service, up to and including five (5) years, and in addition thereto, one (1) week's pay for each 30 weeks of service thereafter, but the total severance indemnity shall not exceed a maximum of twenty-six (26) weeks' pay. All loans, advances or debts to the Publisher shall be deducted from any sums due an employee upon his dismissal.

No severance indemnity shall be paid to an employee who resigns or who shall have affirmatively brought about his discharge in order to collect severance pay.

3. Length of service for computation of severance pay shall be deemed to include only full-time service, and years of service shall be deemed to in-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

clude only the total consecutive years the employee was employed on The Hollywood Citizen-News and The Hollywood Citizen.

4. Leaves of absence, granted by the Publisher, shall not count as breaks in continuous service, although the time spent on such leaves shall not be considered service time.

Article VIII—Vacations

1. Employees shall be entitled to an annual vacation of two (2) weeks with full pay after one (1) year of service, the length of service to be computed from July 1st of the preceding year to July 1st of the current year. Where the employee has not been employed a full year, he shall be entitled to a vacation, the duration of which shall be computed by allowing him 1/6th of a six-day week for each month of employment—for example, ten months of service would entitle an employee to a vacation of 1-2/3 weeks.

2. An employee shall not be required to accept a vacation any time except between May 15th and September 30th.

Article IX.—Sick Leave

1. Sick leave shall be allowed on the same basis

[except that]

as vacations, unless the Publisher, in his discretion, may extend the period in any individual case.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

2. No deduction from overtime already credited or to be credited to the employee shall be made for sick leave allowed by the Publisher.

Article X.—Expenses and Equipment

1. Necessary working equipment is to be supplied by the Publisher, except where the employee may desire to use his own equipment. Employees using their own cars on assignments shall be allowed mileage at the rate of 7¢ per mile for the first 40 miles in any one week, [plus such compensation over 40 miles as may be individually agreed upon.] ~~and at the rate of 3¢ per mile for all over 40 miles in any one week.~~

2. The Publisher shall reimburse employees for any damages to their clothing incurred in the course of their employment without negligence on their part. The Publisher shall pay for the reasonable cost of necessary meals when employees are working overtime by assignment. In the event of the death of an employee, all unpaid expenses to which the employee would otherwise be entitled by this Article shall be paid to said employee's estate.

Article XI.—Miscellaneous

1. Syndicate Rights. When the management sells the product of an employee for publication outside The Citizen-News Company organization, a mutually agreeable payment shall be made to the employee in addition to his weekly wage.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

2. Guarantees. There shall be no reduction in the wage scale of any employee as the result of this agreement or of the negotiations leading to its execution, but this shall not be construed to limit the powers of the Publisher, as set forth in Article II or otherwise herein.

3. Outside Activities. Employees of the Publisher shall be free to engage in any activities on their own time which do not consist of services performed for publications in direct competition with the Publisher, provided that without permission, no employee shall exploit his connection with the publisher in the course of such activities.

4. The Publisher agrees not to have or enter into any agreement with any other employer, binding such other employer not to offer or give employment to employees of the Publisher.

5. The Publisher agrees that no employee shall be required to have published under his own name any material containing an expression of opinion not in conformity with his own opinions.

6. The Guild is given the privilege of posting notices of its meetings upon the bulletin board now maintained in the editorial offices of the Publisher, to collect dues from its members on the premises of the publisher, and to hold Unit meetings on the premises of the Publisher at times when the employees attending the same are off duty, but such meetings are to be held under such circumstances as do not interfere with the work of other employees.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

7. This agreement is to become effective the week following its execution and is to continue up to and including June 30, 1939, [with the further provision that the Guild shall have the right to reopen Sec. 4 for the period from Jan. 1 to June 30, 1939.] with the right and privilege on the part of either the Guild or the Publisher at any time within 60 days prior to that date, to initiate negotiations for a new agreement to take effect at the expiration of the present agreement. [Open for salary adjustments.]

THE CITIZEN-NEWS COMPANY,
a corporation

By .....

LOS ANGELES NEWSPAPER GUILD, a Local of the American Newspaper Guild,

By .....

---

April 21, 1938.

Judge Harlan G. Palmer,
Hollywood Citizen-News,
Hollywood, California.

Dear Judge:

Your suggestion to me over the telephone this morning that the Hollywood Citizen-News Unit authorize a written statement of its proposed

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

changes in the Management's offer of April 16, was conveyed by the Bargaining committee to the Citizen-News Unit officers.

As a result, there has been delivered to the Bargaining Committee a memorandum, signed by the members of the Unit, instructing the Committee to make another attempt to obtain a meeting with you.

The Unit has suggested that such a meeting be at a time convenient to you, but respectfully urges that as early a time as possible be set. Should it be convenient to hold a meeting Friday evening, April 22, the Bargaining Committee could be notified by telephoning either me at RIchmond 4141 or Miss Daniel at HIllside 7391.

As I outlined in our telephone conversation this morning, Judge, the Citizen-News Unit has indicated a belief that the April 16 proposals form a basis for what could be an acceptable agreement, provided certain clarifications and some specific changes were made.

It is because the Unit feels that these clarifications and changes could be discussed far more satisfactorily in a regular bargaining session than in an exchange of communications that this new appeal to you for such a session is made.

Sincerely,

PHILIP M. CONNELLY

(for the Bargaining Committee)

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234 April 22, 1938

Mr. Philip M. Connelly,
For the Bargaining Committee,
Los Angeles Newspaper Guild,
c/o Herald Express,
Box 1448 Arcade Annex,
Los Angeles, California.

Dear Sir:

We have not been otherwise notified but we assume that the letter from you is authority for us to address you instead of Mr. Garrigues in reference to the bargaining of the Newspaper Guild with the Citizen-News.

You write that there are "certain classifications and some specific changes" in our proposal of April 16, which the Hollywood Citizen-News Unit seeks, and that you request another bargaining session.

At our last bargaining session you will recall that you left the meeting declaring that you would not remain because of references made by me to the Glendale posting. Following your departure our suggestion that we submit a proposal in writing was agreed to by Mr. Garrigues as spokesman.

You will recall that the meeting previous to the last one ended with the bargaining committee dis-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

inclined toward further discussion with our representative, Mr. Sargent. This was followed by a letter to the undersigned stating that the Guild believed that "further discussion with Mr. Sargent would be fruitless", and requesting that I again meet with you. Mr. Sargent and I did meet with you, with the meeting ending as stated above.

At the start of our negotiations I sought to the best of my ability to make it clear that while I was desirous of listening to arguments advanced on behalf of the employees I intended to take no direct part in any bickerings that might be involved in a final contract.

I believe that I went to all reasonable limits to listen to the arguments and to state our position.

I have the right, which I assume you recognize, to have the man I choose bargain for me, just as the employees have every right to select whomsoever they wish to bargain for them.

Our April 16 proposal represented our conclusions as to what we could do, after the most careful consideration of all factors and of all the arguments made on behalf of the employees. We went the limit in granting concessions beyond those to which we had already agreed. We believe that we can go no further.

I cannot see any reason why the clarifications and specific changes sought by the Unit cannot be sub-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

mitted in writing to us. If that were done Mr. Sargent and I could carefully consider them and decide whether or not there is any possibility of our getting together.

Mr. Sargent will continue to represent me if a further meeting is necessary. I am very desirous of avoiding the unpleasant situations that have arisen at several of the negotiating sessions. I believe that the Unit could further this end by submitting their demands in writing.

Yours very truly,

HARLAN G. PALMER,

Publisher, The Citizen-News

HGP/T

---

[May 2, 1938]

Hollywood Citizen-News
Hollywood, California

Dear Judge Palmer,

At your request in order to clear up the few remaining points which have not been agreed to between us, we are indicating the matters on which the unit still seeks clarification.

First the period for which the proposed contract would run the unit believes should not apply to all provisions in the contract.

In regard to classifications the unit is not ready to accept the system set up in the proposed con-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

tract. We believe that a simpler classification which we could work out with you in a very short time would be more conducive to an efficient operation of the contract.

The inclusion of a clearer restriction on salary reductions subsequent to the signing of the contract is one of great importance to the unit. The unit also believes that the contract should not mention a reduction in mileage allowance after a specified number of miles.

Then there are instances of wording which we believe should be clarified or inserted; for example, "recognizing" the five-day week; the omission of the words "in cash" in the section on overtime pay, and the lack of a statement that the eight-hour day shall be within a nine-hour spread.

With reference to your inquiry about Mr. Connelly's authority for writing the last letter, the executive committee has designated him as chairman of the negotiating committee. It is the practice of all our negotiating committees to have a letter typed by any member of the committee who happens to have the time.

As Mr. Connelly mentioned in his letter, the Citizen-News unit has indicated a belief that the April 16 proposals form a basis for what could be an acceptable contract, provided clarification and changes were made.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

It is the hope of the negotiating committee as well as the unit that such changes can be made as quickly as possible so that we shall have a contract ready to sign in the very near future.

Very truly yours,

URCEL DANIEL

(For the Negotiating Committee)

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[May 9]

AGREEMENT

This Agreement, made and entered into at Los Angeles, California, this —— day of ——, 1938, by and between The Citizen-News Company (hereinafter referred to as "the Publisher") and the Los Angeles Newspaper Guild (a local, chartered by the American Newspaper Guild, hereinafter referred to as "the Guild"), acting for itself and on behalf of all the employees in the Editorial Department of The Hollywood Citizen-News and Hollywood Advertiser, except as hereinafter provided.

WITNESSETH:

That In Consideration of the mutual promises and agreements hereinafter agreed upon, It Is Understood and Agreed by and between the Publisher and the Guild, as follows:

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Article I—The Publisher does hereby recognize the Guild as the authorized agency of its editorial employees for purposes of collective bargaining, except that with regard to any matters not covered by this agreement, it is agreed that an individual employee and the Publisher shall have the right to bargain with each other.

Article II—The Publisher retains full power and discretion, save as limited or prohibited by law, to employ or dismiss employees, including that to determine competency or to pre-emptorily discharge any employee, and also as to the number to be employed in any department, or as to the duties of each, and may merge, increase, reduce or eliminate departments and transfer any employee from one department to another without the violation in letter or in spirit of any portion of this agreement.

Article III—Classification.

1. The Editor, Managing Editor and City Editor shall be excluded from the provisions of this agreement. Also excluded shall be part-time employees and correspondents who individually average less than 20 hours per week in the employ of Publisher, and employees of the Advertising and Promotion Departments who may, in the course of their regular duties and assignments in those departments, handle news or publicity items or photographic material. Notwithstanding the provisions of Article II, no

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

position on the Editorial Department payroll at the date of entering into this agreement shall be transferred to any other department payroll during the life of this agreement.

2. In the application of this agreement, all employees shall be divided into the following classifications:

(a) Reporters, Desk Men, Editorial Writers, Artists, Rewrite Men, Copy Readers and Photographers.

(b) Office Boys.

Article IV—Minimum Salaries

1. Employees in the foregoing classifications shall receive a weekly rate of pay of not less than that set forth as follows:

| | | |
|---|---|---|
| (a) | Less than one year | $20.00 |
| | Over one year | 25.00 |
| | Over two years | 30.00 |
| | Over three years | 35.00 |
| | Over four years | 40.00 |
| | Over five years | 45.00 |
| (b) | Less than one year | 16.50 |
| | Over one year | 18.00 |
| | Over two years | 20.00 |

2. The basis for computing experience, within the meaning of the above, shall be employment cal-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

culated upon the basis of time spent on the staffs of daily newspapers of general circulation of 5,000 or more, or the bureaus of established national, or local news or photo services, in the same line of employment for which said employee is hired by the Publisher.

3. The present salary of any employee in excess of the minimums herein established shall not be reduced during the term of this agreement, but this shall not be deemed to be a limitation upon the Publisher's right to dismiss.

## Article V—Five Day Week

Publisher agrees to establish the five-day, 40-hour week for editorial employees and to arrange a working schedule which shall provide for such a five-day, 40-hour week, except for suburban representatives, who may work a 40 hour schedule within a six-day week. A working day for all others shall consist of 8 hours within a 9 hour spread. All employees shall be entitled to reasonable time off for mid-day lunch or for other meals in those cases where the employee reports for duty before 8 o'clock A.M. or works later than 6 o'clock P.M. It is agreed that time off for meals, as herein provided, shall not be included within the working day.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Article VI.—Overtime

1. Compensation for overtime shall be at the rate of time and a half in cash, or in equal time off within 90 days, at the option of the Publisher, except that upon dismissal or resignation or death, any overtime shall be paid in cash at time and a half.

2. If an employee has not taken his accumulated overtime prior to the termination of his employment with the Publisher, he shall be compensated for such overtime in cash at that time. In the event of the death of an employee, the Publisher shall pay to his estate, in cash, an amount equal to the amount of overtime, at time and a half, to which the employee would have been entitled.

3. In carrying out the provisions of this Article, it is agreed that each employee who is required to work overtime shall obtain from the Publisher or his representative who is responsible for the assignment, a memorandum showing the date and the number of hours due him, a copy of which shall be filed with the party making said assignment.

Article VII.—Severance Indemnity

1. Upon dismissal, an employee, upon request, shall receive a written notice from the Publisher or his agent stating the reason or grounds for dismissal.

2. An employee who is dismissed after six months service, except as hereinafter provided, shall receive

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

severance indemnity of one (1) week's pay for each year of service, up to and including five (5) years, and in addition thereto, one (1) week's pay for each 30 weeks of service thereafter, but the total severance indemnity shall not exceed a maximum of twenty-six (26) weeks' pay. All loans, advances or debts to the Publisher shall be deducted from any sums due an employee upon his dismissal. No severance indemnity shall be paid to an employee who resigns or who shall have affirmatively brought about his discharge in order to collect severance pay.

3. Length of service for computation of severance pay shall be deemed to include only full-time service, and years of service shall be deemed to include only the total consecutive years the employee was employed on The Hollywood Citizen-News and The Hollywood Citizen.

4. Leaves of absence, granted by the Publisher, shall not count as breaks in continuous service, although the time spent on such leaves shall not be considered service time.

Article VIII.—Vacations

1. Employees shall be entitled to an annual vacation of two (2) weeks with full pay after one (1) year of service, the length of service to be computed from July 1st of the preceding year to July 1st of the current year. Where the employee has not been

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

employed a full year, he shall be entitled to a vacation, the duration of which shall be computed by allowing him 1/6th of a six-day week for each month of employment—for example, ten months of service would entitle an employee to a vacation of 1-2/3 weeks.

2. An employee shall not be required to accept a vacation any time except between May 15th and September 30th.

Article IX.—Sick Leave

1. Sick leave shall be allowed on the same basis as vacations, except that the Publisher, in his discretion, may extend the period in any individual case.

2. No deduction from overtime already credited or to be credited to the employee shall be made for sick leave allowed by the Publisher.

Article X.—Expenses and Equipment

1. Necessary working equipment is to be supplied by the Publisher, except where the employee may desire to use his own equipment. Employees using their own cars on assignments shall be allowed mileage at the rate of 7¢ per mile for the first 40 miles in any one week, plus such additional compensation for mileage over 40 miles in any one week as may be individually agreed upon.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

2. The Publisher shall reimburse employees for any damages to their clothing incurred in the course of their employment without negligence on their part. The Publisher shall pay for the reasonable cost of necessary meals when employees are working overtime by assignment. In the event of the death of an employee, all unpaid expenses to which the employee would otherwise be entitled by this Article shall be paid to said employee's estate.

Article XI.—Miscellaneous

1. Syndicate Rights. When the management sells the product of an employee for publication outside The Citizen-News Company organization, a mutually agreeable payment shall be made to the employee in addition to his weekly wage.

2. Guarantees. There shall be no reduction in the wage scale of any employee as the result of this agreement or of the negotiations leading to its execution, but this shall not be construed to limit the powers of the Publisher, as set forth in Article II or otherwise herein.

3. Outside Activities. Employees of the Publisher shall be free to engage in any activities on their own time which do not consist of services performed for publications in direct competition with the Publisher, provided that without permission, no employee shall exploit his connection with the publisher in the course of such activities.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

4. The Publisher agrees not to have or enter into any agreement with any other employer, binding such other employer not to offer or give employment to employees of the Publisher.

5. The Publisher agrees that no employee shall be required to have published under his own name any material containing an expression of opinion not in conformity with his own opinions.

6. The Guild is given the privilege of posting notices of its meetings upon the bulletin board now maintained in the editorial offices of the Publisher, to collect dues from its members on the premises of the Publisher, and to hold Unit meetings on the premises of the Publisher at times when the employees attending the same are off duty, but such meetings are to be held under such circumstances as do not interfere with the work of other employees.

7. This agreement is to become effective the week following its execution and is to continue up to and including June 30, 1939, with the right and privilege on the part of either the Guild or the Publisher at any time within 60 days prior to that date, to initiate negotiations for a new agreement to take effect at the expiration of the present agreement, and with the further right on the part of the Guild to reopen negotiations pertaining to Article IV, re-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

lating to minimum salaries for the period of the Agreement extending from January 1st through June 30th, 1939.

THE CITIZEN NEWS COMPANY,
a corporation

By .....

LOS ANGELES NEWSPAPER GUILD, a Local of the American Newspaper Guild

By .....

---

May 11, 1938

Judge Harlan G. Palmer
Hollywood Citizen News
Hollywood, California

Dear Judge Palmer,

The Executive Committee of the Guild last night reviewed the negotiations on the Hollywood Citizen-News and was pleased to note that there is only one point of difference now remaining between us.

On this point the Executive Committee, after hearing the preference of the Citizen-News Unit members, instructed the negotiating committee to propose this substitute wording for Article VI, Section 1:

"Compensation for overtime shall be at the rate of time and one-half in cash or straight time in

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

blocks of not less than eight hours, or at the rate of time and one-half in blocks of not less than four [three]* hours after 12 noon on Saturdays, at the option of the Publisher. All overtime shall be liquidated within 90 days. Upon dismissal or resignation or death, any overtime shall be paid in cash at time and one-half."

The negotiating committee believes that in one very brief meeting we could settle this point and then sign a memorandum of agreement, pending the typing of the complete contract.

The negotiators will be able to meet with you again this Friday at the same time as last Friday. If that time is agreeable with you, will you please telephone me?

Very truly yours,

URCEL DANIEL

for the Negotiating Committee.

---

*Written in pencil.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234 May 12, 1938

Miss Urcel Daniel,
1425 Alvarado Terrace,
Los Angeles, California.

Dear Miss Daniel:

I have been unable to reach Mr. Sargent today to see if he could meet with you tomorrow. I shall call you Friday as to this.

Yours very truly,
HARLAN G. PALMER

HGP/T

---

Postal Telegraph
The International System
Commercial Cables
All America Cables
Mackay Radio
1938 May 13 AM 11 27

Received at 580 W. Washington, REpublic 5505.

Form 16
S45 10—Hy Hollywood Calif 13 1110A
Miss Urcel Daniel
1425 Alvarado Terrace

This afternoon at four thirty our office satisfactory for conference.

HARLAN G. PALMER.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234 May 13, 1938

Miss Urcel Daniel,
1425 Alvarado Terrace,
Los Angeles, California.

Dear Miss Daniel:

This afternoon at four-thirty is satisfactory for a conference at my office. I would appreciate confirmation or rejection at the earliest possible date.

Yours very truly,
HARLAN G. PALMER.

HGP/T

---

FIVE DAY, 40-HOUR WEEK SCHEDULE

Below is the 5-day, 40-hour week schedule that will become effective in the Editorial Department Monday, May 16. It is subject to revision when necessary, and I will welcome any suggestions that you have to offer.

In working it out, I have eliminated overtime in the schedules and will seek to avoid overtime generally.

The schedules for Combs and Redelings will have to vary, to allow for the fact that they will be doing relief work in the various departments.

HES.

| Name | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Remarks |
|---|---|---|---|---|---|---|---|
| REUTER | Off | 7-4 | 7-4 | 7-4 | 7-4 | 6-3 | 1 hr. lunch. Saturdays ½ hr. lunch, ½ hour breakfast |
| LINDSLEY | 7-4 | 7-4 | 8-5 | 8-5 | Off | 6-3 | " " " " |
| COMBS | 7-4 | Off | 7-4 | 7-4 | 7-4 | 6-3 | " " " " Assist Sports Wed. and Thus., Drama Saturday. 1 hr. lunch Saturdays |
| SIMONTON | Off | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | 6-3 | ½ hr. lunch, ½ hr. breakfast |
| CALKINS | 7-4 | 7-4 | Off | 7-4 | 7-4 | 6-3 | " " " " |
| SWAN | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | Off | 7:30-4:30 | 6-3 | " " " " (Police on Weds.) |
| REDELINGS | 7:30-4:30 | 7:30-4:30 | Off | 7:30-4:30 | 7:30-4:30 | 6-3 | Meals as above. Relieve Speer on Fridays. |
| LIVINGSTON | 8-5 | Off | 8-5 | 8-5 | 8-5 | 6-3 | Meals as above |
| HOBART | 8-5 | 8-5 | 8-5 | 8-5 | 8-5 | Off | 1 hour lunch. |
| EWING | 8-5 | 8-5 | Off | 8-5 | 8-5 | 6-3 | 1 hr. lunch, except Sat. when meals as above. |
| SPEER | 7-4 | 7-4 | 7-4 | 7-4 | Off | 7-4 | Meals as above. |
| WESSELMANN | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | Off | 1 hour lunch. |
| MINISHIAN | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | 7:30-4:30 | Off | " " " |
| CROW | Arrange own schedule as duties demand | | | | | Off | |
| NEWMAN | Arrange own schedule. | | | Off | | | |
| WATTS | Arrange own schedule. | | | | | | |

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

May 14, 1938.

Mel Scott:

In line with the reorganization of the Editorial department, I have been instructed to advise you that your employment will terminate with the close of today's work.

A check covering severance pay agreed to in negotiations between the Citizen-News and the Newspaper Guild, together with earned vacation pay and your pay for this week's work, will be ready Monday forenoon.

HAROLD E. SWISHER,
Managing Editor.

———

May 14, 1938.

Roger Johnson:

In line with the reorganization of the Editorial department, I have been instructed to advise you that your employment will terminate with the close of today's work.

A check covering severance pay agreed to in negotiations between the Citizen-News and the Newspaper Guild, together with earned vacation pay and your pay for this week's work will be ready Monday forenoon.

HAROLD E. SWISHER,
Managing Editor.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

May 14, 1938.

Elizabeth Yeaman:

In line with the reorganization of the Editorial department, I have been instructed to advise you that your employment will terminate with the close of today's work.

A check covering severance pay agreed to in negotiations between the Citizen-News and the Newspaper Guild, together with earned vacation pay and your pay for this week's work, will be ready Monday forenoon.

HAROLD E. SWISHER,
Managing Editor.

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

(Copy)

(Believe sent via Postal) and to 926 No. Orlando Ave.

[May 15—reached May 16]

(TELEGRAM SENT AT 11:25 LAST NIGHT, ADDRESSED TO HARLAN G. PALMER AT HIS RESIDENCE.)

Los Angeles Newspaper Guild, on request Citizen-News Unit, tonight called strike on Citizen-News for Tuesday A.M. Stop Unit demands unconditional reinstatement of Roger C. Johnson, Mell Scott, Elizabeth Yeaman, plus contractual provision no dismissals result contract signing stop Seriously urge you meet authorized committee L.A.N.G. executive board eleven A.M. tomorrow your office for purpose peaceful adjustment. Board now in session awaiting your answer to my wire on suggested conference at 7933 West Fourth Street.

(Signed) LOS ANGELES NEWSPAPER GUILD, EXECUTIVE BOARD

By URCEL DANIEL,

Secretary.

(Testimony of Roger C. Johnson.)
(Board's Exhibit No. 4 continued)

[Envelope]

Hollywood Citizen-News
Printers and Publishers
1545 N. Wilcox Ave.
Hollywood, California

Los Angeles Newspaper Guild Exec. Board,
Attention, Urcel Daniel, Secretary,
7933 West Fourth St.,
Los Angeles, Calif.
[R 214 6513 Hollywood Blvd.]*

---

*Written in pencil—Address crossed out.

---

Hollywood Citizen-News
1545 North Wilcox Avenue
Hollywood, California

HOllywood 1234 May 16, 1938

Los Angeles Newspaper Guild Executive Board,
Attention: Urcel Daniel, Secretary,
7933 West Fourth St.,
Los Angeles, California.

Gentlemen:

Greatly surprised at your wire received this morning. Demands for unconditional reinstatement of three Citizen-News Company employees with provi-

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

sion for no dismissals are directly contrary to contract agreed upon and must be rejected.

We are always willing to meet with representatives of our employees but there can be no compromise on publisher's right to dismissals.

Yours very truly,

HARLAN G. PALMER,

Publisher, Citizen-News

HGP/T

---

Postal Telegraph
(The Mackay System)
All America Cables
Commercial Cables

1938 June 7 AM 11 12

SA71 68 RC-AL Los Angeles Calif 7 1041A
Harlan G Palmer Hollywood Citizen News
1545 North Wilcox Ave Hollywood Calif

Responding to your appeal yesterday's editorial column, we again urge you to enter into negotiations in accordance with our offer in previous telegrams. Prolonging strike through die hard attitude on your part will serve no good purpose, and will wreak much harm on paper as well as on cause of progress and progressivism in Southern California. Door stands open now as wide as ever. Please wire answer collect.

LA NEWSPAPER GUILD,

(Testimony of Roger C. Johnson.)

(Board's Exhibit No. 4 continued)

Postal Telegraph
(The Mackay System)
All America Cables
Commercial Cables

Hollywood California
June 7 1938

Los Angeles Newspaper Guild
Attention Miss Urcel Daniel
Care of Hollywood Anti-Nazi League
Room 214 6513 Hollywood Blvd.
Hollywood California
Can arrange for conference on telephone call but cannot yield to demands for reinstatement and no dismissals that were made after our last offer of a contract.

HARLAN G PALMER.

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Direct Examination

Q. (By Mr. Persinger) Mr. Johnson, I will show you a document marked Board's Exhibit 5 for identification, and ask you if you have seen a copy similar to that, though not necessarily identical.

A. Yes, I have.

Q. What is that?

A. It is a memo from the managing editor to Elizabeth Yeaman discharging her.

(Testimony of Roger C. Johnson.)

Q. And did you receive a similar one telling you that you were discharged? A. Yes, I did.

Q. Was the wording the same except for the name of the person to whom it was addressed?

A. Without actually comparing them, I would say the wording is the same.

Mr. Persinger: I will offer this in evidence as Board's Exhibit 5, and I will state that copies of the three forms, this to Elizabeth Yeaman, one to Roger Johnson, and one to Mel Scott, are contained in Board's Exhibit 4, but I want to put Board's Exhibit 5 in to show the actual form that was used.

Trial Examiner Kennedy: Any objection, Mr. Sargent?

Mr. Sargent: No objection.

Trial Examiner Kennedy: So admitted. [107]

(Thereupon the document above referred to was received in evidence and marked as Board's Exhibit No. 5.)

Q. (By Mr. Persinger) What time of day did you receive that, your copy of Board's Exhibit 5?

A. At seven-thirty on Saturday morning, May 14, 1938.

Q. Where were you when you received it?

A. Well, it was in my typewriter when I got to work. I took the cover off and found a similar notice in an envelope which I opened.

Q. What did you do about it?

A. I read it and continued to do my work.

(Testimony of Roger C. Johnson.)

Q. Did you later that day talk to anyone about it?

A. No one approached me except the members of the staff; none of the managerial persons with the exception of Harold Hubbard later in the day around noon.

Q. Did you talk to Mr. Hubbard about your discharge?

A. Yes; I went to lunch with Mr. Hubbard.

Q. Mr. Hubbard is the city editor?

A. He is the city editor under whom I most directly worked. He said that he was sorry that I was discharged; that he always enjoyed working with me. He said he had depended upon me greatly; that he didn't know how he was going to get along without me; that I had been a fine workman, and that he hoped this thing could be solved and settled. [108]

I expressed to him similar sentiments, that I always enjoyed working with him, appreciated his friendship and cooperation.

Q. Did you get your check on that Saturday.

A. No. The notice stated—(examining document)—that, a check covering severance pay agreed to in negotiations between the Citizen-News and the Newspaper Guild, together with earned vacation pay and your pay for this week's work, will be ready Monday forenoon.

Q. Did you have any contact with any members

(Testimony of Roger C. Johnson.)

of the management or of the Respondent on Sunday? A. On Sunday?

Q. Yes. A. No, I did not.

Q. Did you, on Monday?

A. No, I did not. I was downtown on business about other things on Monday.

Q. Did you get your check on Monday?

A. No; I refrained from getting it because I wasn't sure I should get it or not, because it mentioned "in conformance with an agreement negotiated by the Guild." We had no such agreement.

Q. What were you doing on Tuesday?

A. Walking the picket line early in the morning.

Q. Guild picket line? [109]

A. The Guild picket line in front of the Citizen-News plant.

Q. Were you present when the strike was called resulting in that picket line? A. Yes, sir.

Q. When was that meeting?

A. Well, there were a series of meetings actually. The staff met on Saturday afternoon, May 14.

Q. At what time?

A. At the home of Frank Scully, late in the afternoon.

Q. Around what hour?

A. I believe we called it for around two o'clock or three o'clock, something like that. People arrived late, and they didn't get started promptly.

Q. Was there a strike vote taken at that meeting? A. There was.

(Testimony of Roger C. Johnson.)

Q. And what was the result of the balloting?

A. The result of the ballot was twelve to one for strike. May I explain it?

Prior to this, each member of the staff had been permitted to speak, going around the room, each taking a turn, each expressing his attitude.

The ballot was secret. The ballot was cast in a bowl or vase or whatever it was, and counted by a specially appointed committee.

Q. And as a result of that vote—by the way, did the vote [110] set a time for the strike, or did it authorize someone to set the time? How was that handled?

A. That was handled through the Guild executive committee.

Q. What was voted on? What was the question?

A. We had so many meetings; I want to be sure of this one.

Q. You say you took a vote to strike?

A. Yes; that is correct.

Q. Do your rules and regulations provide for the mechanics of calling a strike once you vote?

A. The unit itself must call the strike; there can be no outside dictatorship of any kind.

Q. Did you set a time for the strike to begin, a deadline?

A. No, we didn't set a time at that meeting.

Q. Did you authorize anyone else to set a deadline?

(Testimony of Roger C. Johnson.)

A. We turned the whole matter over to the executive committee of the Guild.

Q. Did they later set a time for the strike to begin? A. They did.

Q. What time did the strike begin?

A. Either six or six-thirty on Tuesday morning, the 17th of May. [111]

The Witness: I think I wrote it some time in advance of its actual appearance. I know I wrote one that didn't get in right away, apparently held up or something.

Same page, "City Deal with S. P. Scored." I wrote that story, to the best of my knowledge.

Another one about "Promotions due Bruin Editors." I either wrote that or supervised the writing of it by our college correspondent. [122]

By the way, I had the power to hire or fire college correspondence who got ten cents an inch. [123]

Cross Examination

Q. (By Mr. Sargent) Who is the present President of the Citizen-News unit of the Guild?

A. There is no President. The Chairman's name is James Francis Crow.

Q. And the Chairman of the unit is the highest ranking official of the Union, is he not?

A. Yes.

Q. There is no such office as President or Manager? A. That is correct. [132]

(Testimony of Roger C. Johnson.)

Q. And the Chairman is the top executive of the unit? A. Yes.

Q. Now, how long has Mr. Crow been in that capacity?

A. I believe, all the time the Citizen-News unit has been in the Guild.

Q. Approximately since October, 1936?

A. Yes.

Q. You say, the unit was formed, was organized in or about October of 1936?

A. The first members were taken in around September and October. I think we reached the unit stage around October. We needed seven members to create a unit.

Q. Apart from what you have designated as supervisory positions, that is, people who are deemed by the Guild Unit to be closer to the management than to the Guild membership, apart from those, how many positions are there in the Editorial Department of the Citizen-News, do you know?

A. There are none to my knowledge.

Q. You mean excluding the managing editor and Zuma Palmer? He is the radio editor, is he not?

A. Yes.

Q. Regardless of the actual number of positions, I take it you mean, that all positions except the supervisory positions were occupied by employees who were members of the Guild; is that right?

[133]

(Testimony of Roger C. Johnson.)

A. Zuma Palmer is not in a supervisorial position, but a sister of Judge Palmer, therefore is disqualified.

Q. Excepting Mr. Swisher and Miss Palmer, were all other members of the editorial Department staff members of the Guild at the time negotiations were commenced between the Guild and the paper?

A. To the best of my knowledge, they were.

Q. And did that continue down to the end of the negotiations?

A. All members of the editorial staff?

Q. Yes.

A. Yes, if their dues were paid.

Q. You don't know anybody whose dues were not paid in that connection, do you?

A. I was not the treasurer. Therefore I was not familiar with it.

Q. Who was the treasurer?

A. Lowell Redelings.

Q. Is there a secretary of the Local Unit?

A. Yes.

Q. Who is it? A. Elizabeth Yeaman.

Q. You don't remember how many positions in the editorial department, apart from the three I just enumerated, Swisher, Hubbard and Miss Palmer?

A. I will be glad to go around and name them for you. [134]

Q. Well, suppose you tell us?

A. James F. Crow, drama editor; Elizabeth Yeaman, drama critic; Roger C. Johnson, various

(Testimony of Roger C. Johnson.)

jobs; Alexander Swam, reporter; Lida Livingston, reporter and church editor; Claude Newman, sports editor; Stanley Speer, copy boy and sub-assistant sports writer; Helen Ewing, reporter; May Hobart, society editor; Floyd Simonton, reporter; Selby Calkins, police reporter; James Lindsley, copy desk; Herman Reuter, copy desk; Cliff Wesselman, photographer; John Watts, San Fernando Valley editor; Betty Kirby, Beverly Hills correspondent. I believe that is all.

Mr. Persinger: Mel Scott?

The Witness: Mellier Scott, Jr., editorial writer.

[135]

Q. Now, do you purport to know the rate of pay received on March 10th—May 16th, by Mr. Simonton? A. Of this year?

Q. Yes.

A. I believe he was getting the same as I, $45.00 a week.

Q. And Mr. Calkins?

A. I think Mr. Calkins' was the same.

Q. To the best of your knowledge, all were paid equal; is that correct? A. Yes.

Q. Was Mr. Calkins an active member of the Guild? A. Yes.

Q. And Mr. Calkins served on the Negotiating Committee?

A. He served once or twice on the Negotiating Committee at Glendale News-Press where you were the attorney.

(Testimony of Roger C. Johnson.)

Q. More than once? A. More than once.

Q. He was a regular member, was he not?

A. I believe he was, yes. [136]

Q. (By Mr. Sargent) Was Mr. Floyd Simonton, during 1938, an active member of the Guild?

A. He may have served on some of the Unit's committees, and to the best of my knowledge, he helped on various functions of that kind. He was a member of the C. I. O. Council delegation sent to the C. I. O. Unit Council.

Q. And he was an active member of the Los Angeles Guild?

A. He was—(pause)—active——

Q. (Interrupting) Well, after the word "active" you have shown some hesitancy. He was a member of the Los Angeles Guild?

A. Some were more active than others. I don't know what you are driving at.

Q. Was he as active as Mr. Calkins?

A. On the whole—perhaps so.

Q. And, what position did you say he held in the C. I. O.? [139]

A. He was a delegate from the Los Angeles Guild, one of the five.

Q. That is, of all the Guild membership of the Los Angeles Unit, he was one of five sent to the C. I. O. Convention?

A. Not convention—I see you are not familiar with labor practices.

(Testimony of Roger C. Johnson.)

Q. I am certainly not familiar with unfair ones.

Trial Examiner Kennedy: Describe the Committee?

The Witness: In each city, there is an organization known as the C. I. O. Unit Council, or part of the Committee for Industrial Organization. It is the executive governing in that city. All units in that community attend the meetings and determine its policies—C. I. O., not A. F. of L.—and I personally saw to it that Floyd Simonton was nominated; so he could later attend those meetings.

Q. (By Mr. Sargent) Does that mean that being a delegate carried with it certain privileges?

A. If the delegate cared to exercise them.

Q. Yes. Did Mr. Simonton occupy any office on that Committee? Do you know?

A. I am not as familiar with that Committee as Mr. Simonton would be, so I can't say.

Q. You don't know if he became Secretary of that Committee, do you?

A. I believe he did serve in that capacity for a few [140] weeks or months. [141]

Q. Would it necessarily be true, that the radio editor at the Citizen-News would not be eligible for Guild membership in the event someone else became radio editor?

A. The radio editor of the Citizen-News was not admitted to membership only because of family relation. [150]

ELIZABETH YEAMAN

recalled to the stand by and on behalf of the National Labor Relations Board, having been previously duly sworn, was further examined and testified as follows:

Redirect Examination

Q. (By Mr. Persinger) Were you present at some of the [154] negotiation meetings between the Guild representatives and the Respondent?

A. Yes. [155]

Q. Do you remember who was there?

A. It is very difficult for me to say definitely who was there, or the date, because they were all a great deal alike, and I was under emotional stress and strain at the time, and to pick out one and having made no notes of it, I could very easily give incorrect information and have Mr. Sargent call me on it later. He, no doubt, has taken actual notes, and I hate to try and be definite about a thing——

[157]

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KARL SCHLICHTER

recalled to the stand by and on behalf of the National Labor Relations Board, having been previously duly sworn, was further examined and testified as follows:

Redirect Examination

Q. (By Mr. Persinger) Mr. Schlichter, you were in the advertising department? A. Yes.

(Testimony of Karl Schlichter.)

Q. And you attended the meetings of the salesmen? A. Yes, regularly.

Q. Was it customary for the advertising department to work on Saturday? A. No, it was not.

Q. Did the department work on Saturday for a while? [168]

A. Yes, they did. I was not required to, but the salesmen were.

Q. Was that discussed at one of those meetings?

A. Yes.

Q. Were you present? A. I was present.

Q. Will you tell us what was said?

A. As I recall, Brandon had been talking about Unions again.

Trial Examiner Kennedy: When was that meeting?

The Witness: This meeting was held late in October.

Trial Examiner Kennedy: Where?

The Witness: In the office of the Citizen-News, in Judge Palmer's office, the room in which the meetings were generally held in the Citizen-News building.

Trial Examiner Kennedy: Who was present?

The Witness: Harry Brandon, advertising manager, myself, and all of the members of the advertising department should have been there—excepting Miss Coloran, who never attended those meetings.

(Testimony of Karl Schlichter.)

Mr. Brandon was talking about Unions, as I recall, and said that the men were not working hard enough, and would have to think more about their work or some drastic action would be taken on that from now on; that they would have to consider coming to work every Saturday morning, and I believe someone interrupted him there and said that there was [169] not very much to do—that they could not sell advertising.

He said, angrily, "Come Saturday mornings and sit at your desk, keep working at your desk and smell your own feet stink."

Q. How long did the Saturday work last?

A. I believe it lasted three or four Saturdays. Then it was called off, and I believe started once more. Inasmuch as I wasn't involved, I don't know how many had to work Saturday, and exactly how long they had to work. [170]

Q. Did you, yourself, at any time this year, talk to Mr. Young with regard to the Guild?

A. Mr. Young talked to me with regard to the Guild.

Q. When?

A. It was two or three weeks before I was discharged.

Q. And, where was it? In Mr. Young's private office—was anyone else present? A. No.

Q. What was said?

A. I was in his office discussing my work, and brought up the fact that business was very poor, and

(Testimony of Karl Schlichter.)

said, of course, the Guild people didn't take that into consideration when negotiating for a contract, and he said, as a matter of fact, the negotiators are not interested in getting a contract, they wanted to prolong the discussion in order to get more money and then discussed one thing after another with regard to this contract. We started talking about severance [172] pay. He said that severance pay was no protection to the workers, because it forced the management to go into a schedule of firing, that no one would build up a high severance pay; and he talked about a progressive wage schedule, said it was no particular protection to anyone because they could find any number of people who were willing to work year in and year out for approximately the same salary, people who didn't have any great amount of ambition and possess the ability to achieve a high place in the newspaper world. He said there was no reason for the management to give higher pay, so the protective wage schedule was not protection, and that they would have to get rid of those people. He mentioned two people, one by name, whom he said they would have to get rid of.

Q. Who was that? A. Stanley Speer.

He said that they could not possibly let him progress to a higher pay because of a speech defect, because he couldn't do the work, and talked about the negotiators again, saying that the negotiators had called Mr. Sargent a liar, and discredited Mr.

(Testimony of Karl Schlichter.)

Sargent; as a matter of fact, he was a legitimate lawyer, and that he was in no sense a labor agitator as the negotiators had said. As a matter of fact, he had secured several things that the management was not willing to give them, that he had gotten the management to [173] compromise on it, and that really the negotiators were the liars and Mr. Sargent was not a liar, and, then, he said that as a matter of fact, the negotiators had lied some more when they said—discussed wages on other papers, that the Citizen-News at that time had a high or higher wage schedule than any other paper in town.

I asked him if that was true in the advertising and display department, and as I knew my salary was not the same as those of the down-town papers, and quite sure the others were not.

He said, "Yes, particularly true of those two departments," and went on rather facetiously, saying "Well, if the wages were higher the Union would be ended by paying all the other departments higher wages, showing that the Union was not necessary to increase your pay." Then he ended by saying it was too late to do anything on it, that nothing can be done any more. That ended the conversation. [174]

HELEN BRICHOUX KAVALOSKY

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: Please give your full name and address to the reporter.

The Witness: Helen Brichoux, B-r-i-c-h-o-u-x Kavalosky, K-a-v-a-l-o-s-k-y, 1733½ North Edgemont.

Direct Examination

Q. (By Mr. Persinger) Did you formerly work for the Hollywood Citizen-News?

A. Yes; I started to work there on January 2, 1929.

Q. You worked up until what time?

A. Up until the morning of May 17th.

Q. Did you go out on strike at that time?

A. Well, I joined the strike of the editorial workers with members of the Los Angeles Newspaper Guild, as I am also, and I joined because they were striking in protest of a violation of the Wagner Labor Relations Act—— [177]

Mr. Sargent: I object to that, and I ask that that designation go out. I ask that her designation of its being a violation of the Wagner Act go out. She is not qualified to give an opinion as to the law.

Mr. Persinger: Mr. Examiner, I have no objection to it going out.

Trial Examiner Kennedy: Strike it.

(Testimony of Helen Brichoux Kavalosky.)

Q. (By Mr. Persinger) What was your job?

A. Selling classified advertising.

Q. And how long had you been doing that?

A. For almost nine and a half years.

Q. Ever since you started with the Citizen-News? A. Yes, sir.

Q. Who was your department head?

A. J. R. Tobin.

Q. There has been some testimony in the hearing that last Summer one or more departments were asked by the management to meet with various persons connected with the management to discuss wages and working conditions, matters of that sort. Do you know of your own knowledge if such a request was made of your department? A. Yes.

Q. Do you know about when it was made?

A. Yes; very late in June.

Q. Who made it [178]

A. Mr. Young.

Q. And did a committee of your department, or did the whole department, meet with Mr. Young?

A. A committee representing the department.

Q. Who was on that committee?

A. As I remember, it was Maurice Spear and Ben Price, Wallie Reed, myself—I was the oldest member of the department—and Florence Davis, who was the supervisor in the phone room. I can't be sure about anybody else.

Q. And who represented the management?

(Testimony of Helen Brichoux Kavalosky.)

A. Well, Mr. Tobin, our boss, also attended these meetings, although none of the bosses in the other departments had attended any of the other meetings with the management; and Mr. Young represented the management.

Q. How many meetings were held?

A. Well, as I remember, it seems to me there was a meeting every morning for about a week. There were at least five or six.

Q. Did you attend the first meeting?

A. I attended all of them.

Q. Will you tell us what took place at those various meetings and what was said, and who said it?

A. Yes. The first morning we went in at 11:30 to Mr. Young's office and he said that several departments had been meeting [179] with the management to discuss their individual and collective job problems and working conditions, and if we had any complaints, he would like to know, and maybe we could arrange some changes. We were to discuss our wages, and he had lying before him on the desk an agreement which he explained had been signed by other departments. And this agreement contained wages and severance pay, hours and commission. In our department, we work on a commission. And we were quite surprised at this. I mean, we hadn't drawn up any kind of an agreement, because we expected to discuss with him our

(Testimony of Helen Brichoux Kavalosky.)

own personal problems. There weren't very many of us, you see.

So he said that we could just read this over and fill in the names of the people in our department and the working conditions that we felt would be fair to the people working there. And we did this as a group.

We went to the rest of the department and put in the wages that we thought would be fair for us. At that time we were working in the phone room in my department, working on a wage of $10.00 a week and commission, and the minimum wage that we could receive was $15.00 because for many months that is what I received every week. Then we presented this at the next meeting.

But this was laughed at by our boss, Mr. Tobin, as being outrageous, and Mr. Young said it would be impossible for the management to agree to anything like this, because they [180] weren't financially able to. They had given a lot of raises in the back shop.

Q. What do you mean by the "back shop?"

A. In the mechanical department, and also the business office; the commercial department had already signed an agreement, and a great many raises had gone into effect there.

So we were informed that we had to whittle this down quite a bit.

And at this time Mr. Young did make a statement that all the other departments had signed this

(Testimony of Helen Brichoux Kavalosky.)

agreement, which surprised me, because I knew the editorial department hadn't, and I asked him if they had, and he said no, they hadn't, but the other departments had.

I asked what he meant by that. He said, "Well, the commercial department has signed such an agreement."

Early in the Spring of that year, the American Newspaper Guild had laid their membership open to the commercial and advertising departments, so there was a logical Union that we could join. I mean, we didn't have to have an agreement with the Company particularly as a Company Union, because the American Newspaper Guild is a bona fide Union affiliated with the C. I. O.

So as the time wore on and we whittled these wages down lower and lower, it finally reached a spot where Mr. Young agreed that we would be allowed to have mileage for the sales- [181] men who hadn't formerly had mileage expenses that worked on the outside; and the way the wage was finally fixed in my particular department, my salary the following week of these discussions was 42¢ more than it was before that. So that you can see the change was very small.

Finally when the last day came, or rather next to the last session that we had with Mr. Young, I asked him why we would have to sign an agreement with the Company to get a raise. I said that we had never had to sign an agreement before with any-

(Testimony of Helen Brichoux Kavalosky.)

body; I mean, we weren't the kind of people that worked under a contract or anything, and we just wanted to improve ourselves; that we worked for the Company a long time; we always trusted the Company, and they certainly always trusted us. There was no reason why we should break our word. And I asked him if he wanted us to sign the agreement, and before he could answer me, Mr. Tobin, my boss, spoke up and said, "Why certainly you want them to, don't you, Harwood?"

Mr. Young quickly said, "No, no. They can do what they want." He said, "We just wanted them to do what the other departments did, if they wanted to."

So then I spoke up again and said, "What will happen if we don't sign the agreement?"

And Mr. Young said, "Well, if you don't sign the agreement, then you must understand that at any time if the manage- [182] ment feels it is necessary to cut salaries, that your department will be the first department to be affected because we will feel that we don't have to hold your salaries up since we have no signed agreement with you, as we will feel bound to hold up the salaries of the commercial department because we have a signed agreement with them."

And I said, "Well, what will hapen if we don't sign this agreement? I mean, can't you just keep your word and give us all this as a raise?"

(Testimony of Helen Brichoux Kavalosky.)

And he said, "Well, if you don't sign it now, it will be filed as of this date as a record of these meetings."

So I said that we had better think it over, about signing this agreement, and the session was over.

As I started to leave the room, he stopped me and said, "Helen, you won't do anything to try and keep these people from signing this agreement, will you? You won't try and influence them in any way?"

And I looked at him and said, "Yes, Mr. Young, I will do anything I can to keep these people from agreeing to something which I think constitutes a Company Union."

And he looked at me and said, "Helen, I think you must be getting outside advice."

I told him No, that I just knew about the Wagner Act, and I was probably a little bit intelligent.

So he walked on out of the room then. [183]

We talked it over with the members of the department, and they still didn't want to sign the agreement because they were all aware of the fact that if we wanted to join a Union of some kind, or sign an agreement with the Company, that we could be represented by the American Newspaper Guild, So we went to him the next day and told him that the final word had been that we would not sign the agreement.

He said, "Well, then, I want to remind you again, you don't want to feel that we are going to feel

(Testimony of Helen Brichoux Kavalosky.)

responsible for your department's salaries if it is necessary to cut salaries at any time."

Q. Since the strike, have you talked with any of the supervisory staff of the paper? A. Yes.

Q. With whom?

A. Well, the day after—the very day the strike was called on Tuesday, my boss, Mr. Tobin, approached me on the picket line and invited me to lunch. While we were sitting and having lunch, Bill Hawkins, who is Judge Palmer's brother-in-law, came in and sat with us, and also Pat Killoran, the fashion editor who joined the strike, and my boss seemed very much concerned because I had worked my job up to the point where it was better than it ever had been in the nine and a half years that I had worked there, and he assured me that he felt I was very sincere in my move, and also told me that [184] he had more respect for me on the picket line than he had for any people that had walked through the picket line and had gone to work in the plant.

And at the time we were sitting there, he merely said to me that he hoped that everything went well with me, and wished me good luck.

Q. Have you talked with Harry Brandon since the strike?

A. Very slightly. I was sitting in this same place having lunch, and he walked in. It was a very busy hour, around noon. This was about three days after the strike was called; and when he saw me sitting there, he walked over behind me and shouted as

(Testimony of Helen Brichoux Kavalosky.)

only Mr. Brandon can shout and said, "Helen, you had better get out of here because I want to sit down and eat lunch. I won't eat with a striker."

I told him I was sorry, but he would have to go some place else in that case.

Mr. Persinger: Take the witness.

Mr. Sargent: No cross examination.

(Witness excused.)

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HELEN EWING

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: Please give your full name and address to the reporter. [185]

The Witness: Helen Ewing, 2336 Cheremoya.

Direct Examination

Q. (By Mr. Persinger) Miss Ewing, did you formerly work for the Citizen-News?

A. Yes, I did.

Q. Did you go out on strike?

A. Yes, I did.

Q. What department were you in?

A. In the editorial department.

Q. Were you a member of the Guild?

A. Yes, sir, I was.

Q. When did you join?

(Testimony of Helen Ewing.)

A. In December, 1937.

Q. 1937 or 1936? A. 1936.

Q. You have been a member for about a year and a half? A. Yes.

Q. Do you know Zuma Palmer?

A. Yes, sir, I do.

Q. Did you, before you joined the Guild, talk to her about your possible membership in the Guild?

A. Yes, sir, I did.

Mr. Sargent: Just a moment. Who is this?

Mr. Persinger: Zuma Palmer.

Q. About when was that? [186]

A. Well, it was very shortly after I had been in the editorial department; I should say that it was in late November, 1936.

Q. Was anyone else present at that conversation?

A. No.

Q. What was said?

A. Well, I went into the morgue one day to get a picture or something out of the morgue, and Miss Palmer asked me if I had been approached by anybody in the editorial department about the Los Angeles Newspaper Guild, and I said, yes, that I had.

And she wanted to know what I thought about it, and I said, well, I hadn't thought a great deal about it one way or the other.

She said she hoped that I certainly would talk it over with Judge Palmer before I joined the Guild.

I said, "Why?"

She said, in view of the fact, all that the Judge

(Testimony of Helen Ewing.)

had done for all of the editorial department employees and for me, that she thought it was very ungrateful of anyone to join the Guild.

I said I didn't understand that. I was rather pressed for time because it was getting close to deadline.

She said she hoped that before I joined the Guild, I would talk it over with the Judge. [187]

So shortly after—I had been to one Guild meeting, I believe, at one time—shortly after that I decided that I would join the Guild because I wanted to know newspaper people. I felt that by joining the newspaper Guild, I would have the opportunity of meeting and knowing more newspaper people in that way than I would in any other way. [188]

Cross Examination

Q. (By Mr. Sargent) Miss Ewing, at this time when you saw the notice on the bulletin board, did you know that the Guild had sent a telegram to the management with regard to a strike vote having been called by the Guild?

A. Yes, sir, I did. [193]

Q. May I ask you what part of that typewritten notice stunned you? A. All of it.

Q. Let's just read this together and see what there is here that stuns you particularly.

A. Shall I tell you why I was stunned?

Q. Let me ask you the questions, and you an-

(Testimony of Helen Ewing.)

swer them. This is on Citizen-News stationery, "Monday morning, May 16th, 1938.

> "Employees:
>
> "The Los Angeles Newspaper Guild Executive Board has notified us that the Citizen-News Unit has voted to strike tomorrow morning. I want to thank you all for the pleasant and harmonious relations of former days, and want you to know that whatever happens, I shall strive against ill-will. Your paychecks for today will be with Mr. Swisher at leaving time, and I shall appreciate it if you will leave your key [194] with him as you pick up your check.
>
> "With sincere good wishes to each of you.
>
> "HARLAN T. PALMER."

What was the part of that which left you stunned?

A. The fact that we were going to strike. I knew that we had taken a strike vote, Mr. Sargent. I also understood that negotiators were going to talk with the Judge at 11:30, and I certainly thought that in that length of time when the negotiators talked with the Judge, that this would all be ironed out. I certainly didn't think that we really were going to strike. I didn't have reason to know what a strike was all about. I have never struck before. [195]

JOHN WATTS

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows: [200]

Direct Examination

Q. (By Mr. Persinger) Mr. Watts, were you formerly working for the Citizen-News?

A. Yes, sir.

Q. When did you stop working there?

A. On May 16th.

Q. That was the last day you worked?

A. Yes.

Q. Did you go out on strike on the morning of the 17th? A. Yes, sir.

Q. You are a member of the Guild, I take it?

A. Yes.

Q. About when did you join the Guild?

A. In December, 1936. [201]

Q. Now, prior to the strike, had you ever heard Mr. Swisher make any remarks concerning the Guild, or the C. I. O.? A. Yes, sir.

Q. When were these remarks made?

A. At various times during the Fall of last year, when I was working on the copy desk.

Q. Where is that in relation to Mr. Swisher's desk?

A. Well, my desk is kind of kitty-corner across, the copy desk, from him about five or six feet.

Q. Was anyone else present when those remarks were made?

(Testimony of John Watts.)

A. All of the members of the copy desk.

Q. How many? A. Three copy readers.

Q. Who are they?

A. James Lindsley and Herman Reuter. I would have to qualify that in case one of them had gone into the composing room or something.

Q. You mean one or both of them were probably present at [202] each of those occasions?

A. Yes.

Q. What remarks did you hear Mr. Swisher make?

A. Well, several times while we were handling stories about Union strikes that were taking place at that time, Mr. Swisher said that the C. I. O. had gone too far; that he believed in Unions, but he thought the C. I. O. was carrying things too far.

Q. Did he ever refer directly to the Guild?

A. Yes; and then—I don't know just how to express this—he said, "You fellows belong to the C. I. O., don't you, the Guild?"

Q. Did he make that remark along with the others?

A. That was approximately the wording. [203]

JAMES CLIFTON WESSELMAN

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: Please give your full name and address to the reporter.

The Witness: James Clifton Wesselman, W-e-s-s-e-l-m-a-n, 6518 Leland Way.

Direct Examination

Q. (By Mr. Persinger) Mr. Wesselman, did you formerly work for the Citizen-News?

A. Yes, sir.

Q. You went out on strike? A. Yes, sir.

Q. I take it, then, you are a member of the Guild? A. Yes, sir.

Q. When did you join the Guild?

A. Pardon me. I will refer to my Guild card. (Referring to document.) I believe it was June 21, 1937. That is correct. [205]

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JAMES FRANCIS CROW

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: Please give your full name and address to the reporter.

The Witness: James Francis Crow, 1900 Franklin Circle.

(Testimony of James Francis Crow.)

Direct Examination

Q. (By Mr. Persinger) Mr. Crow, did you formerly work for the Hollywood Citizen-News?

A. Yes.

Q. Did you go out on strike? A. Yes, sir.

Q. When did you first go to work for Respondent? A. As I recall, in the Fall of 1930.

Q. And at what job?

A. As a police reporter.

Q. What was your job when you went out on strike? A. Beg your pardon?

Q. What was your job when you went out on strike? A. Drama editor.

Q. How long had you been in the drama department?

A. I believe a little less—in the drama department for [208] about five years.

Q. Will you relate the history of your relations with the Respondent, particularly in regards your organizing activities among the employees in the editorial department?

A. I believe the first occasion for the development of interest in the Guild on the Citizen-News was the circulation of a petition among about seven or eight members of the editorial staff for the purposes of presenting it to Judge Palmer.

In this petition, we set forth that we were highly trained newspaper men and woman; that we thought that we were underpaid; and that it was time that something should be done about it.

(Testimony of James Francis Crow.)

That petition was presented to the management, to Judge Palmer, and the response of the management was the calling in individualy, without reference to the petition, of each member of the editorial department.

Subsequent to these individual conferences, at the most of which the members of the staff told me there had been no talk about wages and hours, a notice appeared in the Office Gossip, or the office bulletin, to the effect that if an employee was not satisfied, he should do himself the justice of looking elsewhere for work. I told other members of the staff that it was just as sensible for us to tell the Judge that he should look for another place to work, and that our only hope was in some kind of a widespread organization to [209] raise the market price of newspapermen.

I was waiting from that time on the opportunity to become active in the Guild, and that opportunity came when Roger Johnson called me and told me that certain down-town newspapermen and himself were attempting to organize a Guild.

Roger Johnson became President of the Guild. I became Chairman of the Unit on the Citizen-News, and I worked in the Guild under Roger Johnson's directly mostly in attempting to form the basis of a city-wide organization.

This early organizational period coincided with the candidacy of Judge Palmer for District Attorney. The relations between the management and the

(Testimony of James Francis Crow.)

Guild, that is, between the management and Roger Johnson and myself and other persons on the staff who were active in the Guild, was very cordial, Roger at one time spoke as the President of the Los Angeles Guild on the radio in behalf of Judge Palmer's candidacy after being requested to do so by Mr. Swisher, the managing editor.

My own activity in the Guild was given impetus during that candidacy by a speech which I heard Judge Palmer make at a campaign meeting. At that meeting a woman campaign worker who had been active among the Studio Unionists told him that her work was made more difficult by the fact of an open shop in Judge Palmer's composing room, and asking him what reply she should give to persons who asked her about the fact of the open shop. [210]

The Judge took the floor and described what he said were his earlier relations with the International Typographical Union. He said that when the paper became a daily, the Union had come to him with the proposal to organize the composing room, and that he had told the Union to go ahead.

He said that later the Union representatives came to him and told him that their organization had been halted by the presence on the staff of three men who refused to join the Union.

The Judge said that he told the Union representatives that he would not force these members to join the Union, and that so long as a single loyal employee of the Citizen-News refused to join the

(Testimony of James Francis Crow.)

Union, there could be no Union shop or closed shop in the Citizen-News plant.

I reported that statement of Mr. Palmer's to the members of the staff, and told them that reasoning from that, our work was cut out for us; that we should have 100% membership in the editorial department.

Eventually we succeeded in getting 100% membership of all those whom we expected to be covered by the contract.

After the Judge's defeat in the District Attorney campaign, there was a noticeable change in the attitude of various executives toward the Guild. Mr. Swisher at this campaign meeting I referred to had spoken eloquently about the fact of Guild membership in the editorial department to [211] this woman who had been working among the studio Unionists for votes, and said at that time the Guild had a hundred percent membership, which it did not.

Subsequent to that, as I say, there was a change in the attitude. For one thing, Mr. Swisher seemed to think that it was bad strategy for the Guild to talk so much about wages and hours. He said he thought it was better strategy to talk about the professional standards, and I replied to him on numerous occasions that we had our hands full trying to get decent wages, let alone establish professional standards.

Mr. Swisher's wife sometimes joined in these con-

(Testimony of James Francis Crow.)

versations at which the establishment of professional standards was urged upon us—upon me.

From time to time, as news stories came in about Guild activity elsewhere in the country, Mr. Swisher spoke about them disparagingly. He said, for example, in the case of the Brooklyn Eagle strike, that he didn't see what they had gotten. He said the same thing about the settlement of the Seattle Post-Intelligencer strike, and the same thing about the settlement of the Seattle Star strike.

His attitude towards Roger changed from one of pride to one of managerial irritation.

Mr. Sargent: Now, if the Court please, I have tried not to interrupt Mr. Crow, but I wish he would stick to fact and not characterizations, please.

[212]

Trial Examiner Kennedy: Just stick to facts.

The Witness: When Roger was in the hospital recovering from a broken leg, I know that I took notes to Roger from Mr. Swisher couched in what I thought——

Mr. Sargent: (Interrupting) I object to what he thought. Tell what the notes said.

Trial Examiner Kennedy: Did you see the notes, Mr. Crow?

The Witness: Yes, I did see the notes.

Trial Examiner Kennedy: Do you remember some of the phrases in some of those notes?

The Witness: My memory is not quite that good on the notes. I know that the notes kept urging

(Testimony of James Francis Crow.)

Roger to return to work; that he was badly needed. I will just skip that part about the notes.

Trial Examiner Kennedy: Were the notes friendly in nature, or otherwise?

The Witness: I thought that they were—may I use the word, querulous.

Trial Examiner Kennedy: Go ahead, Mr. Crow. We will get away from the notes.

The Witness: Another person who spoke to me about the Guild was Mr. Young who also believed—said to me that we should have confined ourselves to the establishment of professional standards, and who said also that we should have confined our activities to the editorial department, for by [213] this time the Guild was tending toward the industrial form of organization.

A matter which Mr. Young spoke to me about on several occasions was the Guild's use of outside negotiators. His favorite objection to the Guild's use of outside negotiators was the fact, as he called it, that it put Judge Palmer in the position of the less reputable publishers. And I answered him by saying that we weren't necessarily calling a man an adulterer to ask him to abide by the ten commandments.

During the Summer of 1937, we became aware of activity in other departments in the way of conferences with the managment on working conditions, and we—I learned that there had been an agreement signed in the business office. After a time, Mr.

(Testimony of James Francis Crow.)

Young came to Roger Johnson and invited Roger Johnson to invite the members of the staff to speak with the management in a way similar to that which the other departments had done.

We accepted that invitation, and a committee composed of Roger Johnson and Elizabeth Yeaman, Floyd Simonton and myself, spoke to Judge Palmer and to Mr. Young about working conditions. We confined ourselves to the generality of working conditions, except that we did point out what we considered certain lack of opportunities for various members of the staff.

When I was through speaking—I was spokesman for this [214] meeting, the early part of it—Judge Palmer said, taking a piece of paper and placing it before him on the desk, "What I want is a schedule of wages and a schedule of hours."

We said that we did not propose to name figures and wages, or name any schedule of hours specifically.

He said that if we did not do that, we would be the only department that had failed to cooperate with the management in this regard.

We told him we understood that there had been no such cooperation from the display department; and when the Judge said, "What do you want," we said that we wanted to be represented by the Los Angeles Newspaper Guild. We told him that we could not commit ourselves in writing or otherwise

(Testimony of James Francis Crow.)

to definite schedules of wages and hours without employing the Guild's representatives.

After the meeting, I told Floyd Simonton and Roger Johnson, referring to the point at which the Judge had proposed a definite schedule of wages and hours and encountered our refusal, that I had never before seen the Judge lose his poise.

Subsequent to that conference, there were certain adjustments made in salaries in the editorial department. A noteworthy feature of the adjustments was the fact that I was given a $5.00 increase in salary, and the title of drama editor which had been held previously by Miss Elizabeth Yea- [215] man.

The transfer of the title came in this way: Mr. Swisher called me into his office early one morning and quite unexpectedly said, "I want you to take over the drama editorship tomorrow."

I was taken aback by that, and said nothing immediately. Finally, I said, "I can imagine complications in a thing like that."

I said it was something that I would have to think over.

He said for me to think it over and let him know later what conclusion I had reached.

I pointed out to Mr. Swisher before departing that I had been the spokesman for this committee, and when I had said I believed there should be a higher salary paid for the position of drama editor, that I had no notion that I was speaking for myself.

(Testimony of James Francis Crow.)

I said I wouldn't—I shouldn't like anyone to think that the transfer of the title to me would make any difference in my activity in the Guild.

Later I went back to Mr. Swisher and told him that I would not consider taking the title of drama editor until he had spoken to Miss Yeaman and given her an opportunity to give her views on the matter.

At that meeting Mr. Swisher told me that the order was not his own; that it had come from Judge Palmer. [216]

Before this second meeting broke up, I suggested to Mr. Swisher that he divide the raise in pay and leave the title as it had been; and Mr. Swisher said, "There is no more money in the budget for Elizabeth."

After I became drama editor, I tried very hard, in cooperation with Miss Yeaman, not to let this fact arouse jealousy among us, and not to let it interfere with our hundred percent action as a Guild Unit.

From time to time Mr. Swisher called me into his office and urged me to take over this assignment, or that assignment, on the ground that it was my prerogative as drama editor; and from time to time, after conferring with Miss Yeaman, I would go to him before assignments were assumed and explain why they were being done in such a way so as to anticipate his objection to my not covering the more important shows.

(Testimony of James Francis Crow.)

When I came back from my vacation in the Summer of 1937 Pat Killoran came to me and said that the Citizen-News Company Union was active among the business office employees who had signed the agreement I referred to.

Mr. Sargent: Excuse me. Was there any representative of the management present at that time?

The Witness: I don't recall any representative of the management was present at that time.

Mr. Sargent: I ask that the statement that Pat Killoran came to him and made a certain statement go out as not [217] binding on the management.

Trial Examiner Kennedy: Granted. It will be stricken. We will have a short recess.

(At this point, a short recess was taken, after which proceedings were resumed as follows:)

Mr. Sargent: Mr. Examiner, before the recess Mr. Persinger called to my attention what I assume will be Board's Exhibit 10 for Identification, which is a self-serving statement addressed by Mr. Crow to employees of the Citizen-News in the business office.

I have no objection to this being introduced into evidence if it is for the purpose of showing what Mr. Crow or the Guild were doing with regard to business office employees. I certainly have an objection to it if it is to be at all binding upon the management, and have never seen it before now.

I would like to know before I consent, or object,

(Testimony of James Francis Crow.)

what the purpose for submitting it in evidence may be.

Trial Examiner Kennedy: I don't see how it could be binding on the management.

Mr. Persinger: If the Examiner please, it merely completes the picture of the history of the Guild organization. There is no charge of any Company-dominated Union in this case, no issue of Company domination here. I think it is admissible for one other purpose, however, which is to show [218] in conjunction with the witness' testimony that a number of the employees in the business office at this particular time, namely, the time when the referendum of the Guild had been completed and it had been decided to take in employees who were not editorial employees, that at that time a number of employees in the business office felt that there was an effort being made to organize them into an independent union; that they came to Mr. Crow about that; that Mr. Crow sent out that letter for that reason.

As I say, there is no 8(2) charge here. We are not going into the question of whether the Welfare Association was Company-dominated or not, but it does complete the history of the organization, and it explains why the organization was begun in the business office at that particular time.

Trial Examiner Kennedy: I think the most significant point of all this is the entire absence of

(Testimony of James Francis Crow.)

any 8(2) charge. There is no 8(2) charge here.

Mr. Persinger: That is right.

Trial Examiner Kennedy: I think in the absence of any 8(2) charge, it would be admissible.

Mr. Sargent: I want to be as cooperative as I can. If this is being introduced solely to show the activities of the Guild in regard to the business office, and if for that purpose alone, I will withdraw the objection.

Mr. Persinger: I say it is also to show the reaction [219] of certain of the employees to matters that were going on at that time. It doesn't tie the Company up with it. But their reaction is a matter of importance.

Mr. Sargent: As I say, your Honor, I will remove my objection if it is for that purpose alone. If it is for other purposes, then I would have to object to it.

Trial Examiner Kennedy: I think in the absence of any charge under Section 8(2), I really can't see much merit in the objection. As a matter of fact, it seems to me that it is just exactly the reverse. That would be more or less the logical conclusion.

So it will be received in evidence.

Q. (By Mr. Persinger) Mr. Crow, I will show you Board's Exhibit 10 for Identification and ask if you recognize it? A. Yes, I do.

Q. Now, you started to explain the circumstances which led up to your writing of this.

(Testimony of James Francis Crow.)

Mr. Persinger: I will offer it in evidence at this time, Mr. Examiner.

Trial Examiner Kennedy: It will be so received.

(Thereupon, the document above referred to was received in evidence and marked as Board's Exhibit No. 10.)

Q. (By Mr. Persinger) Now, will you continue with your [220] explanation?

A. As I was saying before the recess, when I returned from my vacation in the Summer of 1937, I learned that representatives of the Citizen-News Welfare Association had interviewed certain persons in the business office with a view toward including business office employees in the Citizen-News Welfare Association.

I was much exorcised about that because this activity of the Citizen-News Welfare Association representatives coincided with the ratification of the American Newspaper Guild's resolution to adopt the industrial form of organization. The referendum which had just been completed at this time would have permitted us to extend our editorial organization into the business office.

I prepared a letter.

Q. That is the letter I have just shown you, marked Board's Exhibit 10?

A. Yes. In conference with Roger Johnson, Mel Scott, Patricia Killoran and others, I prepared that letter and sent it to the homes of a number of business office employees.

(Testimony of James Francis Crow.)

I explained to the management later that I sent the letter to the homes so as to avoid undue disruption of office routine which might have occurred upon the receipt of so many letters during working hours.

To obtain those home addresses, I approached Marguerite [221] Thompson, the switch-board operator, and asked her, as I had done before, for the home addresses of various employees.

After the letters had been sent, Marguerite Thompson told me that I had got her in a jam by obtaining these addresses from her, and I attempted to shield her with Mr. Young when he approached my desk, and I told him that Miss Thompson had not known for what purpose I had obtained the addresses, and that I had obtained them from her by twos and threes and fours in such a way that she had no reason to believe there was anything unusual in my request.

Mr. Young said, "Nevertheless, she shouldn't have done it," in spite of the fact, as I pointed out to Mr. Young, that I had never encountered any objection before.

Subsequently when I called the switch-board for the phone numbers and addresses of other employees, I was questioned by the switch-board operator—in this case Mary Gile—as to what purpose I intended to put them.

After these events I have just described, I began organizational activity under the supervision of

(Testimony of James Francis Crow.)

Roger Johnson in departments other than the editorial. One of the early applicants was S. C. Montrose, who came to me for a Guild card. At the time he took out the Guild card which I tendered him he suggested to me that we should have Harry Brandon, the advertising manager, in the Guild. Montrose told me that Harry Brandon's membership would make Guild organization easy [222] among certain persons in the display advertising department.

I didn't commit myself as to the proposal to extend membership to Harry Brandon. Later I conferred with Carl Barrett, Henry Braden, James Fisher and Ernest Belt as to the proposal of making Harry Brandon a member of the Guild.

The consensus was among members in the display department that Harry Brandon should not be a member of the Guild, and I was faced with the prospect of offending Harry Brandon by denying him membership in the Guild directly, or with the prospect of having Harry Brandon become a member of the Guild and possibly working against us.

To solve this problem I talked to Pearl Barrett, and we conceived a plan whereby we would deny membership to Harry Brandon without a direct personal refusal. That plan took form in a resolution drawing the lines of eligibility throughout the Citizen-News plant. And I told Pearl Barrett and others that in addition to denying Harry Brandon mem-

(Testimony of James Francis Crow.)

bership, it had the additional utility of making 100% Guild organization possible throughout the plant so that not only in the editorial department but that in other departments we could state what we believed to be the Judge's personal requirements for a Guild shop.

After the resolution had been prepared by me, in conference with Barrett, Fisher, Belt and others, I called a meeting of Guild members on the Citizen-News, relinquished the [223] chair, and spoke in behalf of this resolution which had been prepared by Selby Calkins.

There followed a long and stormy session at which S. C. Montrose spoke against the resolution on the ground that it would deny membership to Harry Brandon. The resolution was passed, however, with only three dissenting votes.

Consequently I was told by members of the display department that Harry Brandon had ordered them to report for work on Saturdays, as they had not been doing previously. I went among the display department, and asked them individually if they wished the Guild to do anything about this matter of working on Saturdays. They told me No. Nevertheless, I asked Roger Johnson if he would not speak in an unofficial way to Mr. Young to see if members of the display department might not be spared the hardship of coming to work on Saturday.

(Testimony of James Francis Crow.)

Roger Johnson told me that Mr. Young said the action had been hasty, and that he would see about it.

By this time the Guild was beginning contract negotiations in Los Angeles, and from time to time Mr. Winn would come to me and ask me when we were going to try to begin negotiations with the Citizen-News.

In this period also Miss Zuma Palmer spoke about Union activity on the Hollywood Citizen-News to me, and charged Citizen-News Unionists, without being specific, with ingrati- [224] tude toward the Judge after all he had done for his employees.

When negotiations were about to begin on the Citizen-News, I went again individually to members of other departments, to those who had taken out Guild cards, and I asked them to negotiate at that time for them as well as for the editorial department. With one exception they said they thought it would be inadvisable to try to negotiate for other departments. [225]

Q. Now, would you say that those seven meetings to which you have referred, the first of which was in December, the second, towards the middle of January, the other five would then be either late in January or in February? In other words, that the remaining five meetings would have taken place during the months of January and February, and perhaps early in March?

(Testimony of James Francis Crow.)

A. Do you mean that the last five meetings occurred——

Q. (Interrupting) You testified to seven meetings prior to Mr. Sargent's appearance?

A. Yes.

Q. Do you know whether there was any lapse of time between any of those, any considerable lapse of time? [233]

A. There were frequently considerable lapses of time between negotiation meetings. At one time—in fact, it was at the time of the announcement of Mr. Sargent's coming into the negotiations, the letter that we prepared for submission to the Executive Board at that time urged that meetings be held nightly in order to expedite the negotiations.

Q. Now, you said you are unable to fix the particular meeting at which severance pay was discussed. Do you remember who took part in the discussions?

A. Mr. Garrigues, Mr. Connelly, Miss Daniel, for our side, I remember definitely taking part in the discussion of severance pay; and both Mr. Sargent and Mr. Palmer participated in the discussion for the management.

Q. Of course, Mr. Sargent's participation would have been after the middle of March? A. Yes.

Q. Do you know how frequently that subject had been brought up prior to Mr. Sargent's appearance, if it had been brought up?

(Testimony of James Francis Crow.)

A. As I recall, it had been brought up on several occasions prior to the entrance of Mr. Sargent into the negotiations. I recall that on one occasion, Mr. Connelly proposed that the Guild needed either a Guild shop clause, or the severance pay clause, in order to guarantee security to its members, and that the Guild had no fixed opinion as to which one of [234] the plans for security was better.

Q. Did Judge Palmer make any remarks on that?

A. It was on that occasion, as I recall, that the question of Guild shop was reopened. The matter was reopened by our side because Mr. Swisher had spoken to me about guild shop and had asked me to explain to him in a conference in his office between himself and me. I explained Guild shop to him, and he told me that that was not the way it was explained in the first contract proposal. I insisted that it was. He insisted that it wasn't, and said that it certainly hadn't been presented that way because the Judge had just shown him the contract proposal, and the Guild shop proposition therein was different from the way I had explained it.

Mr. Swisher said to me at that time, "I have no objection to telling a man that he has got to become a member of the Guild when he gets a job here."

I told him that if that was the case, we had no argument about Guild shop because that was the essence of Guild shop. [235]

(Testimony of James Francis Crow.)

Cross Examination

Q. (By Mr. Sargent) Mr. Crow, I show you a part of Board's Exhibit 4 entitled "Guild Notice," dated March 5th, 1938, and with the statement, "Following are the increases in weekly earnings of employees of the Glendale News-Press resulting from the recent negotiations with the Los Angeles Newspaper Guild," and I ask you whether or not you posted a notice of which that is a copy, on the bulletin board of the Citizen-News about that time?

A. I recall posting a statement of certain increases in [238] salary at the Glendale News-Press. This particular sheet here doesn't seem familiar to me except that it includes the names of several persons I know, and I don't recall on what date I posted it.

(Thereupon, the document above referred to was marked as Respondent's Exhibit No. 3 for Identification.) [239]

Q. (By Mr. Sargent) Without trying to test your memory as [240] the individual names or increases there, is it true, to the best of your recollection, that this Respondent's Exhibit 3, or that in substance, was placed there by you?

A. I would say that this is the substance except for the preamble here which I don't recall anything —that I wrote myself, or posted on the bulletin board, although it may have been posted by me.

(Testimony of James Francis Crow.)

Q. Now, you had access to the bulletin board throughout the negotiations to post notices of meetings or any other notices that you wanted to post on behalf of the Guild to the editorial employees of the paper, did you not?

A. We had the use of the bulletin board, yes.

Trial Examiner Kennedy: Whose duty was it, Mr. Crow, to post the Guild notices on the bulletin board?

The Witness: It was a duty that was not specifically assigned. Often Roger Johnson posted notices of meetings; often I did myself. Sometimes Henry Braden, who had access to the bulletin board downstairs, posted notices; and sometimes, again, they were sent downstairs by me through, for example, on one occasion, Johny Badovinac, the theatrical advertising man. It was not something that was a prerogative.

Q. Mr. Crow, at the time you had this conference of the committee of four of you with the management, and you said you suggested a raise for the drama editor, didn't you also at that time suggest raises for other people besides the [241] drama editor?

A. We did not name any person. We said that we thought it was an unhealthy condition on a paper for wages to be set at a dead level with no deviation. We said we thought that for positions of comparatively greater responsibility, there should be appropriately higher wages.

(Testimony of James Francis Crow.)

We said that such a plan kept ambition alive, and gave the employees something to work toward.

Q. To refresh your recollection, didn't you also at that time suggest on behalf of this committee a raise for Mr. Scott?

A. We went down through the entire personnel of the staff, I believe, with the possible exception of two or three. We pointed to their good work, and to the volume of the work, and to the various kinds of work, and in the case of Mel Scott, we talked about the attention that had been drawn to his editorials, spoke about his competence in general.

As I recall, I spoke about the help he had been to us in the drama department in the writing of reviews, reviews which I seldom touched a pencil to other than marking the paragraphs; and from such comment as that, attempted to show that editorial department salaries were low.

Q. Didn't you actually at that time, after discussing Mr. Scott's qualifications, suggest a raise for Mr. Scott?

A. I think we suggested a raise for Mr. Scott, and also many others. [242]

Q. Didn't you also suggest a raise for Mr. Reuter?

A. We suggested that one of the positions for which a peak or unusual salary should be paid was the position of Number One man on the copy desk.

Q. And the position that you were talking about at that time was that held by Mr. Reuter, wasn't it?

(Testimony of James Francis Crow.)

A. In my own mind, I assumed at that time that that was the Number One position on the copy desk, although Mr. Swisher might have assumed something different.

Q. Now, as a matter of fact, you also suggested at the time a raise for Claude Newman, didn't you?

A. We suggested that the position of sports editor should be paid a salary higher than that of the dead level salary.

Q. As a matter of fact, isn't it true that all these three, in addition to yourself, were given raises shortly thereafter?

A. I know that I was given a raise shortly thereafter. I believe I can say that is true.

Q. And it is true as to the other three, too; is that correct? A. That was—— [243]

Q. Now, coming down to the negotiations as to which you testified on your direct testimony yesterday, at the meetings with Judge Palmer and Mr. Young before any attorney came in [247] on their behalf, approximately how many members of the Unit were usually present at those meetings?

A. If I had to name an average figure, I would say eight.

Q. Would you say that that would be an average figure for the negotiations that took place after the attorney came into the picture?

A. I think that the attendance increased with the employment of an attorney.

(Testimony of James Francis Crow.)

Q. After I came in as attorney, you would say that the number at the meetings increased; is that right?

A. As I recall, the number was greater.

Q. What would you say was an average number of Unit members apart from the negotiating Committee, which attended the various meetings at which I represented the paper?

A. I would say ten, with the objection that I find it difficult to name an average figure.

Q. At one or two of the meetings, nearly the entire Unit was present, was it not? A. Yes.

Q. I show you Board's Exhibit 4, and ask you whether or not you recall the first letter, a copy of the first letter addressed to Judge Palmer, and ask you what that is?

A. That seems to be the same letter that Mr. Garrigues showed me.

Q. Well, this is merely for the purpose of getting a proper [248] history in the record.

I ask you whether or not that is not a letter addressed to Judge Palmer under date of December 15th, 1937——

Trial Examiner Kennedy: Pardon me. Is that the original or a copy?

Mr. Sargent: A copy.

Q. (Continuing) Under date of December 15th, 1937, asking for an appointment with him to negotiate with the paper for the Guild? A. Yes.

(Testimony of James Francis Crow.)

Q. And I ask you whether or not the next letter is not a copy of a letter under date of the following day, December 16th, from Judge Palmer to Mr. Garrigues stating that Wednesday afternoon, December 22nd, at 5:00 o'clock, would be the first date which would be available? A. Yes.

Q. I ask you whether the third letter is not a letter from Mr. Garrigues under date of December 17th, 1937, to the Judge, thanking him for his letter of December 16th, and confirming the appointment?

A. Yes.

Q. Now, following this correspondence with regard to a meeting on December 22nd, Mr. Crow, was such a meeting held on or about that date?

A. Yes. [249]

Q. And that is the meeting as to which you testified yesterday as being the first meeting that you can recall? A. Yes.

Q. And at that time did the Guild present as its proposal to the paper the next document in Exhibit 4, or a carbon copy of that portion of the Exhibit?

A. I believe that is a copy of the contract proposal submitted by us.

Q. And it was this particular proposal which you discussed in your testimony yesterday as having been discussed at the first meeting between the Guild and the publisher? A. Yes.

Q. Now, then, was it understood at the first meeting that the management would make a counter proposal to the Guild's submitted proposal?

(Testimony of James Francis Crow.)

A. I believe that was the understanding.

Q. And I ask you whether or not on or about January 4th, 1938, the management, through Judge Palmer, did submit its first counter proposal?

A. Yes.

Q. I show you the next letter in the file known as Board's Exhibit 4 and ask you whether or not that is a letter from Judge Palmer to the Los Angeles Newspaper Guild enclosing for its consideration copy of the changes which the management believes should be made in the formal agreement sub- [250] mitted by the Guild? A. Yes.

Q. And turning to the next document in Exhibit 4, I ask you whether or not that is the management's first counter proposal submitted with the letter of January 4th?

A. I believe it is the same document.

Q. And in your testimony of yesterday, you referred to one or two of the discussions which took place as a result of that, did you not?

A. Yes.

Q. Now, in this document known as the management's first counter proposal, it eliminated Article 2 referring to the Guild shop, did it not? A. Yes.

Q. I ask you whether or not that document contains some modifications under Article 3 relating to classification of employees in the editorial department?

A. You mean some modifications over the proposal submitted by the Guild?

(Testimony of James Francis Crow.)

Q. Some modification of the proposal submitted by the Guild? A. Yes.

Q. Then I ask you whether or not with regard to Article 4, as to salaries, some changes were not made in this document of the salary scale set forth in the Guild's proposal? [251] A. Yes.

Q. I ask you whether or not there was not a modification of the Guild's proposal relating to the five-day week?

Mr. Persinger: If the Examiner please, may I inquire the purpose of this? If it is merely to identify the document, I have no objection because the documents are there and can be compared by anybody who reads the Exhibit.

Trial Examiner Kennedy: I think the objection is sound, unless you desire to examine the witness as to particular changes, as to what the changes were and the negotiations and discussions that may have been had with reference to the changes, because I believe the document from which you are reading, when compared with the other document, would set forth all the changes.

Mr. Sargent: Mr. Examiner, I would like to have the record show in brief the history of what took place. I was not intending at this time to go into details, but later on it may be necessary to do so.

Trial Examiner Kennedy: I see what you have in mind, and if you keep within certain limits, it will be perfectly unobjectionable.

(Testimony of James Francis Crow.)

Q. (By Mr. Sargent) Was there a change in the first counter proposal of the management with regard to the wording of the 40-hour five day week as contrasted with that of the Guild proposal? [252]

A. I believe there was a change.

Q. And was there a change as to the overtime provision? A. I couldn't say about that.

Q. As a matter of fact, whenever anything was accepted by the management, it simply approved it without making any additional language in its counter proposal; didn't it?

A. I couldn't say about that.

Q. Were there changes in the management's first counter proposal with regard to severance indemnity? A. Yes.

Q. Sick-leave was left the same way, was it not?

A. As I recall, there was a change in sick-leave.

Q. There was a change as to the article on expenses, was there not? A. Yes.

Q. Generally speaking, the Guild's proposal, and the management's first counter proposal didn't exactly click, if I may use the expression; is that correct? A. That is correct.

Trial Examiner Kennedy: In other words, after the counter proposal was received, there were then certain well-defined differences between the employer and the Guild to be negotiated; is that correct?

The Witness: Yes.

(Testimony of James Francis Crow.)

Q. (By Mr. Sargent) And it was after the receipt of the [253] management's first counter proposal that the Guild had its meeting to which you referred, and about which you testified yesterday?

A. You mean the Unit?

Q. Yes, the Unit? A. Yes.

Q. Now, I come to the next letter in the file, which is a copy of a letter apparently from Mr. Garrigues to Judge Palmer under date of January 11th, 1938, and ask you whether or not the substance of that letter is, or was, to the effect that the Unit had examined the changes proposed by the management, were unable to understand the reasons for some of the same, and that the Unit requested a second meeting as soon as possible?

A. I don't understand your question.

Mr. Sargent: Read the question, Mr. Reporter.

(The question referred to was read by the reporter, as set forth above.)

The Witness: Yes.

Q. (By Mr. Sargent) I ask you whether or not the next letter under date of January 12th, from Judge Palmer to Mr. Garrigues, is not to the effect that the management appreciated the employees' position and would like to present to the employees the reasons for their changes, and suggesting 5:00 o'clock of Friday of that week as a date for the meeting? [254] A. Yes.

Q. Now, then, you testified yesterday that there were a number of meetings following the first two

(Testimony of James Francis Crow.)

meetings, about which you gave some testimony. Were such meetings held prior to the letter of Judge Palmer to the Los Angeles Newspaper Guild on February 9th, which is the next letter in the file?

A. Yes.

Q. And did this letter of February 9th, of Judge Palmer to the Newspaper Guild, submit the management's second counter proposal to the Guild?

A. Yes.

Q. I ask you whether the next document in Board's Exhibit 4, the file, is not the management's second counter proposal to which we have just referred?

A. (Examining document) As I recall, this is the second counter proposal of the management.

Q. And did someone on behalf of the Guild make certain marks upon here after receiving the same; that is, are certain of the articles signed with initials by somebody on behalf of the Guild?

A. I don't know that it was done on behalf of the Guild. I am not familiar with the initials.

Q. This appears to be the original of the second counter proposal, does it not?

A. I couldn't say. [255]

Mr. Sargent: Do you want to stipulate, Mr. Persinger?

Mr. Persinger: I will stipulate that those notations were made by some of the Guild members, or members of the Bargaining Committee—I don't know which—but made by the Guild.

(Testimony of James Francis Crow.)

Mr. Sargent: Yes.

Q. Now, then, glancing over this management's second counter proposal, we see certain notations in the margin, mostly in ink, one or two in pencil, and we find going down the document a number of "O. K.'s", do we not? A. Yes.

Q. And we find certain marks indicating that changes were desired, do we not? A. Yes.

Q. But in this document, at least, there were various articles where the proposal of the management was satisfactory to the Guild; is that true?

A. Some of the proposals of the management were satisfactory to the Guild.

Q. For instance, that of Article 6, accumulation of time for overtime and its liquidation, was deemed by the Guild to be satisfactory, was it not?

A. You say, "deemed by the Guild?"

Q. Deemed by the Guild negotiators or the persons in the Guild who made the notations on the contract? [256] A. Yes.

Q. That is true of computation of length of service for severance pay, was it not; that is, to include only full time service? A. Yes.

Q. And that with regard to reduction of loans, advances or debts to the publisher being deducted from any sums due employees upon resignation or discharge, that was deemed to be satisfactory, was it not? A. Yes.

Q. And the sick-leave clause was deemed to be satisfactory, was it not? A. Yes.

(Testimony of James Francis Crow.)

Q. And I will ask you whether or not there were other provisions contained in the management's second counter proposal which were deemed by the representatives of the Guild to be satisfactory?

A. Yes; by that particular negotiator or representative.

Q. And those agreements that had been reached on those clauses served as the basis for continuing negotiations on the things on which there was disagreement; isn't that true?

A. I assume that is true.

Q. Now, then, I ask you whether the next letter in the file is not a copy of a letter under date of February 23, 1938, from Mr. Garrigues to Judge Palmer; is that right? [257] A. Yes.

Q. I ask you whether that letter doesn't start, "Dear Judge Palmer:

"I feel I must apologize for our failure to send you the outline of the Guild's present position which we promised you at our last meeting."

Is that correct? A. Yes.

Q. And then, "I imagine you realize that the amount of work incident to the critical situation in Glendale has made it extremely difficult for the Negotiating Committee to give the Hollywood negotiations the attention they deserve. The Citizen-News Unit has met and considered the matters involved. As soon as the decisions reached can be digested, they will be transmitted to you."

(Testimony of James Francis Crow.)

Is that what the letter states?

A. The letter so states.

Q. Now, then, prior to this meeting, there had been one or two other meetings between the negotiators for the Guild and the publisher, had there not? A. I am sorry.

Trial Examiner Kennedy: Will you read the question, Mr. Reporter?

(The question referred to was read by the reporter, as set forth above.) [258]

Mr. Sargent: Strike that question entirely, please.

Trial Examiner Kennedy: The request will be granted.

Q. (By Mr. Sargent) Do you recall whether or not there was a meeting held between the management and the Guild to discuss the management's second counter proposal? A. Yes.

Q. Do you know approximately when that meeting took place?

A. I don't recall the date.

Q. It was sometime between the dates of its submission on February 9th and the letter of Mr. Garrigues on February 23rd, is that correct?

A. I can't say.

Q. It must have been between the two, between the date when the proposal was submitted on the 9th of February and Mr. Garrigues' letter on the 23rd; isn't that true? A. (No response.)

Mr. Sargent: I am afraid the witness feels I am trying to catch him, but I am not.

(Testimony of James Francis Crow.)

The Witness: It is not that. It has a hypnotic effect.

Q. (By Mr. Sargent) Well, there was a meeting between the two dates, was there not, at which the management's second counter proposal was discussed? A. Yes.

Q. Then at that meeting wasn't it understood that the Guild was to express its position again on the proposal, the [259] second counter proposal submitted by the paper? A. Yes.

Q. The next document in the file is the letter of March 5th entitled "Guild Notice," showing certain increases in salary of employees on the Glendale News-Press resulting from the recent negotiations with the Guild. That is the notice about which you testified yesterday, is it not? A. Yes.

Mr. Sargent: It was simply put in the file, I take it, to have a chronological record of what was taking place day by day.

Q. You are unable to fix with any degree of certainty when between February 9th and February 23rd—that is the date of the submission by the management of its second counter proposal, and the Garrigues letter apologizing for delay, when that meeting took place?

A. I am unable to state that.

Q. Now, we come to the next letter. I ask you whether or not that is not a copy of a letter under date of March 9th, 1938, to Judge Palmer from the Committee, being about four and a half pages,

(Testimony of James Francis Crow.)

giving the Guild's position on the then date of negotiations and the provisions as to which there was disagreement? A. Yes.

Q. I ask you whether or not this letter is single-spaced? [260] A. Yes.

Q. And does it not go into detail as to various questions as to which the management and the Guild negotiators were at that time not in accord?

A. Yes.

Q. And in particular, was there taken up in that letter the question of Guild shop and severance pay?

A. Yes.

Q. And was the five-day week and overtime taken up in that letter? A. Yes.

Q. And were wages for the various classifications of employees taken up in that letter?

A. Yes.

Q. And were expenses, term of contract, and a few other provisions also mentioned in the letter?

A. Yes.

Q. I ask you whether or not with one limitation the management's provision with regard to mileage was not accepted in that letter?

A. In so far as it was within the power of any negotiator to accept anything, that is true.

Q. I wasn't attempting to say it was binding on the Guild; but the negotiators had accepted it with that reservation? A. Yes. [261]

Q. I ask you whether that letter doesn't contain this statement: "Since other provisions depend

(Testimony of James Francis Crow.)

to a certain extent upon the provisions discussed above, it is impossible at this time to state finally which other provisions the Guild would insist upon retaining."

Is that true? A. Yes.

Q. And doesn't it also contain this sentence: "It is the understanding of the Guild, however, that except where the management has proposed the elimination of a paragraph or phrase, such paragraph or phrase is acceptable to the management."

Is that there in the letter? Yes.

Q. Does the letter also contain the sentence, "We also understand that where the management has suggested amendment of only a particular portion of a section or paragraph, the remainder of the section or paragraph is acceptable?" A. Yes.

Q. Then the letter ends by the expectation of an opportunity of an early meeting and an early agreement? A. Yes.

Q. Is the wording to that effect: "We trust that the above sets forth the position of the Guild with sufficient clarity, and that we may soon have the opportunity of a meet- [262] ing looking toward an early agreement." A. Yes.

Q. Now, do you know which negotiator wrote that letter to Judge Palmer? A. I do not.

Q. To the best of your recollection, was it not Mr. Garrigues?

A. I would have to qualify that to say that all of that correspondence was probably made the subject

(Testimony of James Francis Crow.)

of discussion, so that unless his name was attached to it, I wouldn't know.

Q. Now, before that letter of March 9th had been sent to Judge Palmer, there had been a meeting of the Unit to discuss those various matters, had there not?

A. I can't say that there was a meeting of the Unit from which the letter resulted.

Q. Well, had there been general discussions, if not a regular meeting, amongst the Unit members and the consensus of opinion obtained before the member of the negotiating Committee sent that letter of March 9th to Judge Palmer?

A. There was certainly discussion; whether a consensus was obtained in any regular way, I can't say.

Q. But the various matters contained in that letter had been discussed at least between the negotiators and the members of the Unit prior to the sending of that leter? A. Yes. [263]

Q. Now, then, on March 14th there appears to be an original of a letter from Judge Palmer to Mr. Garrigues with regard to bringing in an outside attorney.

I ask you whether or not the next letter in the file does not refer to Judge Palmer's bringing in Willis Sargent to represent him in his negotiations with the Guild? A. It does.

Q. I ask you whether or not that letter doesn't say that, "I am asking Willis Sargent to represent

(Testimony of James Francis Crow.)

us in an effort to complete a contract with the Guild, in the belief that he can bring this matter to a head where I haven't the talent to do so. I am asking Mr. Sargent to contact you and arrange with you for conferences."

A. It so states.

Q. And on March 16th, does it appear from the file that Mr. Garrigues wrote Judge Palmer saying: "Thank you for your letter of March 14th.

> "Inasmuch as the method of conducting negotiations was considered at some length during our previous meetings, your letter has been referred to the Citizen-News Unit by the Executive Committee.
>
> "We will notify you of the Unit's action within a day or two.
>
> "With best personal regards."

A. Yes. [264]

Q. Then I ask you whether or not the next letter isn't a letter under date of March 19th, 1938, from the Los Angeles Newspaper Guild, Citizen-News Negotiating Committee, by C. H. Garrigues, to Judge Palmer? A. Yes.

Q. Does that letter refer to the retaining of Willis Sargent as the negotiator for the management? A. Yes.

Q. And did the letter contain a request that a meeting be held on Tuesday, March 22nd, at 7:30 P. M. to resume negotiations? A. Yes.

(Testimony of James Francis Crow.)

Q. Did it state that it was the desire of the Unit that all members of the Unit be permitted to attend, and that nightly meetings be held thereafter until the negotiations are completed? A. Yes.

[265]

Q. Now, prior to March 25th, 1938, was there a meeting between the Guild and the management represented by me, and was the date of that meeting on or about March 22nd, as requested in Mr. Garrigues' letter?

A. As I recall, there was a meeting, a negotiation meeting at which you were present, on March 22nd.

Q. Then was there another meeting on March 25th at which I represented the management and negotiated with the Guild on behalf of the management?

A. May I refer to that? (Indicating Board's Exhibit 4).

Q. Surely.

A. (Examining document) Yes, there was.

Q. Were you present at both of those meetings?

A. I was present at the beginning of the first meeting, certainly. I do not recall how much, if any, of the second meeting I attended. I do know that I reported late to the newspaper office from some assignment. I recall that the meeting had broken up at that time.

Q. Now, on March 25th, 1938, did the Negotiating Committee of the Los Angeles Guild write to

(Testimony of James Francis Crow.)

Judge Palmer that they had met twice with me, thoroughly discussed with me the Guild's proposal as outlined in the letter of March 9th? A. Yes.

Q. Did it also say that Mr. Sargent had given his final [269] approval on all essential matters discussed, and that these proposals were not acceptable to the Guild? A. Yes.

Q. Were there other matters contained in that letter with regard to negotiations? A. Yes.

Mr. Sargent: I have no objection to counsel bringing out the rest of this letter. I am simply trying to take up no more time than necessary. I will be glad to have you bring out all parts of the letters that you desire to, which I do not bring out.

Q. Now, on March 28th, did Judge Palmer write a letter to the Los Angeles Guild replying to the Guild's letter of March 25th? A. Yes.

Q. And is that the next letter in the file which you see in front of you? A. It appears to be.

Q. Did Judge Palmer say, "Within the next few days we shall confer, and will again communicate with you?" A. The letter so states.

Q. And did he also say, "I appreciate the expression of friendly feeling. I sincerely hope that regardless of honest differences of opinion, it will continue?" A. Yes. [270]

Q. You took that to mean an expression of friendly feelings of the Guild for Judge Palmer; is that correct? A. (Pause.)

(Testimony of James Francis Crow.)

Q. I wasn't trying to include myself in those words. That friendly feeling was between the Guild and Judge Palmer?

A. I assume that there was an expression of friendliness in the exchange of letters.

Q. I show you the next document, and ask you if that is a copy of a wire under date of April 2, Mr. Garrigues from Judge Palmer saying that he and I could meet with the Guild next Tuesday night, and if not satisfactory, please contact him for another day? A. Yes.

Q. Now, was there a meeting held on or about April 6th, if you can recall?

A. I do not recall the dates of the meetings.

Q. Well, on or about April 6th? A. Yes.

Q. And were you present at that meeting?

A. I don't remember.

Q. Now, I ask you whether the next letter in the file is not a letter from Judge Palmer to the Los Angeles Newspaper Guild, under date of April 16th, to the effect that it was the understanding at the last meeting on April 6th that the management was to reduce its offer to writing, present the [271] same to the Guild, and that two copies of the same were included with this letter? A. Yes.

Q. I asked you to look at the next document and ask you whether or not the next document in Board's Exhibit 4 is not a copy of the new agreement submitted on the 16th of April by the management to the Guild Negotiating Committee?

(Testimony of James Francis Crow.)

Trial Examiner Kennedy: That is, a proposed agreement?

Mr. Sargent: Yes.

The Witness: It appears to be.

Q. (By Mr. Sargent) And if that is not designated as the management's third counter proposal to the Guild? A. It is so designated.

Q. Is there this difference between the first counter proposals and this proposal, that this purports to be a complete agreement and not merely a statement eliminating certain provisions and putting in scraps of others?

A. This purports to be a complete agreement.

Q. I ask you whether or not that isn't about seven and a half pages long? A. Yes.

Q. I ask you whether or not the next letter in the file is not a letter by Mr. Phillip Connelly for the Bargaining Committee, under date of April 21, 1938, addressed to Judge Palmer? [272]

A. Yes.

Q. I ask you whether or not in Mr. Connelly's letter, he doesn't say that he has had a telephone conversation with Judge Palmer, and that the Unit had authorized a written statement of its proposed changes in the management's offer of April 16th, whether that was not conveyed by the Bargaining Committee to the Citizen-News Unit officers?

A. Yes.

Q. And as a result, that there had been delivered to the Bargaining Committee a memorandum signed

(Testimony of James Francis Crow.)

by the members of the Unit, instructing the Committee to make another attempt to obtain a meeting with Judge Palmer? A. Yes.

Q. Does the letter contain a statement that the Unit suggests that such a meeting be arranged by notifying either Mr. Connelly at his telephone number, or Miss Daniel at hers? A. Yes.

Q. Does the letter then say, "As I outlined in our telephone conversation this morning, Judge, the Citizen-News Unit has indicated a belief that the April 16th proposals form a basis for what could be an acceptable agreement, provided certain clarifications and some specific changes were made"? A. The letter so states. [273]

Mr. Sargent: Again I say that any time, Mr. Persinger, you want to bring out the rest of the letter, you may do so. I am simply trying to save time by not bringing out all of the contents except that which is pertinent.

Q. I ask you whether or not the next letter in the file, Board's Exhibit 4, is not a letter under date of April 22nd from Judge Palmer to Mr. Philip Connelly for the Bargaining Committee of the Guild? A. Yes.

Q. And did Judge Palmer then express the opinion that it would be best if the Guild submitted their demands or proposals in writing? A. Yes.

Q. I ask you whether or not the next letter in the file is not a letter under date—a copy of a letter

(Testimony of James Francis Crow.)

Trial Examiner Kennedy: That is, a proposed agreement?

Mr. Sargent: Yes.

The Witness: It appears to be.

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(Testimony of James Francis Crow.)

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Q. Does the letter contain a statement that the Unit suggests that such a meeting be arranged by notifying either Mr. Connelly at his telephone number, or Miss Daniel at hers? A. Yes.

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Q. I ask you whether or not the next letter in the file, Board's Exhibit 4, is not a letter under date of April 22nd from Judge Palmer to Mr. Philip Connelly for the Bargaining Committee of the Guild? A. Yes.

Q. And did Judge Palmer then express the opinion that it would be best if the Guild submitted their demands or proposals in writing? A. Yes.

Q. I ask you whether or not the next letter in the file is not a letter under date—a copy of a letter

(Testimony of James Francis Crow.)

under date of May 2nd, 1938, from Urcel Daniel for the Negotiating Committee? A. It is.

Q. I ask you whether or not that letter doesn't suggest a change as to the duration of the contract for certain provisions? A. Yes, it does.

Q. I ask you whether or not it also expresses some disagreement on the question of classifications?

A. Yes, it does. [274]

Q. Whether or not it doesn't express some inclination for a clearer restriction on salary reductions? A. It does.

Q. I ask you whether or not the letter doesn't state, "As Mr. Connelly mentioned in his letter, the Citizen-News Unit has indicated a belief that the April 16th proposals form a basis for what could be an acceptable contract, provided clarification and changes were made"?

A. The letter so states.

Q. And doesn't it end with the expression, "It is the hope of the Negoitating Committee as well as the Unit that such changes can be made as quickly as possible, so that we shall have a contract ready to sign in the very near future"? A. Yes.

Q. Now, then, was there a meeting, or were there any meetings following this letter of May 2nd, of Miss Daniel? A. Yes.

Trial Examiner Kennedy: Meetings of whom?

Mr. Sargent: Between the Guild and the management.

(Testimony of James Francis Crow.)

Trial Examiner Kennedy: Of the Negotiating Committee and the management?

Mr. Sargent: Yes.

The Witness: Yes.

Q. (By Mr. Sargent) Was there such a meeting held at the plant on or about the 6th of May of this year? [275] A. On or about.

Q. Was the result of that meeting that I was asked to submit revised proposals on behalf of the management to the Guild Negotiating Committee?

A. Yes.

Q. And I ask you whether or not, on or about May 9th, I did, on behalf of the management, submit a revised agreement to the Negotiating Committee for the Guild?

A. (Examining document) I don't recall.

Q. I show you the next document contained in Board's Exhibit 4, designated the file, and ask you whether or not that seven and a half page document purports to be the proposal submitted by the management on or about May 9th?

A. It purports to be.

Q. Now, then, turn to the next letter in the file. Is that a copy of a letter under date of May 11th, 1938, from Ureel Daniel of the Negotiating Committee to Judge Palmer? A. It is.

Q. Does the letter start off by saying, "The Executive Committee of the Guild last night reviewed the negotiations on the Hollywood Citizen-News,

(Testimony of James Francis Crow.)

and was pleased to note that there is only one point of difference now remaining between us"?

A. It does so state.

Q. And does the next paragraph read that, "On this point [276] the Executive Committee, after hearing the preference of the Citizen-News Unit members, instructed the Negotiating Committee to propose this substitute wording for Article VI, Section 1? A. It does.

Q. And then is there contained the next paragraph relating to compensation for overtime and liquidation of overtime? A. It does.

Q. Does the next paragraph read: "The Negotiating Committee believes that in one very brief meeting we can settle this point, and then sign a memorandum of agreement, pending the typing of the complete contract"? A. It does.

Q. And then does the letter end by saying that, "The Negotiators will be able to meet with you again this Friday at the same time as last Friday. If that time is agreeable with you, will you please telephone me"? A. Yes.

Q. Then I ask you whether or not the next letter isn't one under date of May 12th, from Judge Palmer to Miss Daniel, stating, "I have been unable to reach Mr. Sargent today to see if he could meet with you tomorrow. I shall call you Friday as to this"? A. It is.

Q. Then is the next document in the file, the file being [277] Board's Exhibit 4, a wire to Miss

(Testimony of James Francis Crow.)

Daniel from Judge Palmer stating—this is under date of May 13th—stating, "This afternoon at 4:30 our office satisfactory for conference"?

A. Yes.

Q. And that was the time for which she requested the final conference on Friday afternoon, was it not? A. Yes.

Q. And I ask you whether or not the next document isn't a letter to Miss Daniel from Judge Palmer under date of May 13th, 1938, stating that, "This afternoon at 4:30 is satisfactory for a conference at my office. I would appreciate confirmation or rejection at the earliest possible date"?

A. It is.

Q. Now, then, was a meeting held on Friday, May 13th, in the afternoon, at the Hollywood Citizen plant, on or about that date? A. Yes.

Q. Now, were you present at that meeting, Mr. Crow? A. Yes, I was.

Q. Do you remember what discussion took place in regard to the contract at that particular time?

A. Yes.

Trial Examiner Kennedy: Who was there, Mr. Crow?

The Witness: Miss Daniel was there, Mr. Garrigues was there, for the Guild; Mr. Palmer was there and Mr. Sargent and Mr. Young, and I believe Mr. Swisher, and a large [278] attendance of observers from the editorial department, in-

(Testimony of James Francis Crow.)

cluding Roger Johnson, Claude Newman—in fact, almost all who had been present in the office at that period of the day.

Q. (By Mr. Sargent) About what time was the conference held, if you remember?

A. As I recall, about 4:30 to 5:30 in the late afternoon.

Q. It probably isn't important, but refreshing your recollection, wasn't it held at 4:30, and didn't it continue on until approximately 6:00 o'clock?

A. That was about the time, I believe.

Q. Now, do you remember what took place with regard to the contract at that meeting?

A. Yes.

Q. Will you tell us, as best you can, what took place? A. At the entire meeting?

Q. I will ask you a preliminary question: Wasn't the first part of the meeting taken up with the contract? A. Yes.

Q. Will you tell us in the first instance what took place with regard to the contract at that meeting?

A. The Guild negotiators dealt with the management's request that some provision be made for the liquidation of overtime in blocks of less than eight hours.

After considerable discussion the plan of liquidating overtime in blocks, I believe, of three or four hours in the [279] afternoon and on Saturday, as

(Testimony of James Francis Crow.)

agreed upon so that the management might adjust its working schedule more efficiently.

Q. Let me ask you whether or not that wasn't the provision which Miss Daniel, in her letter, referred to, to which there was an agreement at the present time?

A. Yes, that was the proposition.

Q. Now, you go ahead.

A. Describe the meeting?

Q. Well, was an agreement reached on that provision? A. Yes.

Q. And wasn't that the last provision as to which there had been a disagreement? A. Yes.

Q. Then do you remember one of the negotiators saying this, in substance: "We are now in full accord on the contract, but we will have to have it submitted to—" I believe he said, "the International Committee," or words to that effect, "and the Unit; but we have no doubt that it will be accepted by them"?

Was that, in substance, said?

A. Substantially that, I believe.

Q. Prior to that time, had there been a suggestion from Mr. Garrigues with regard to some of the provisions for the drama editor and the sports editor, if you recall?

A. I don't recall at that particular meeting what was said [280] about the drama editor and the sports editor.

(Testimony of James Francis Crow.)

Q. You don't recall that at the close of the meeting there was a complete agreement between the Guild and the management as to the contract with the changes that had been made; is that true?

A. As I recall, the discussions were closed and the negotiators for the Guild had come to an oral agreement.

Q. Yes. Was that oral agreement conveyed to Judge Palmer and to me? A. Yes.

Q. And did you hear Miss Daniel say to me, "Will you please get this in my hands in final form not later than Tuesday, as we have a Unit meeting that night. I want to present it to them in its final form that night," or that, in substance?

A. She asked that a written contract covering the agreement as arrived at orally be submitted.

Q. Do you remember whether she mentioned having it in her hands by Tuesday, because there was a meeting of the Unit that night?

A. I don't recall that being said.

Q. It might have been said, but you don't recall? A. I don't recall.

Q. Did I quote Mr. Garrigues correctly, if he was the one that said it, with regard to the statement that the agreement would have to be—that it would be a few days before [281] the agreement could be definitely signed, because it would have to be approved by New York, as well?

A. That is the regular procedure. If he didn't say that, it would have been done.

(Testimony of James Francis Crow.)

Q. You don't recall whether he actually said it or not? A. I don't recall.

Q. Do you recall his saying "While this requires New York's approval, we have no doubt that it will be aproved"? A. I don't recall.

Q. You don't recall whether he said it or not?

A. No.

Q. Do you recall his saying that there was no doubt but that the Unit would approve it?

A. I don't recall.

Q. Now, did that agreement as verbally approved, then contain a provision for a five-day forty hour week schedule? A. Yes.

Q. And I ask you whether or not you saw placed upon the bulletin board the following day the next two papers included in Board's Exhibit 4, entitled "Five-day, forty hour week schedule," with a second paper giving the times at which each person would come to work and leave work?

A. It appears to be. That notice was posted Saturday.

Q. And that posting was a posting which was consistent with the agreement which had been verbally agreed to on the [282] preceding afternoon, was it not? A. Yes.

Q. Now, then, after the conversations to which you have testified at this meeting on Friday, May 13th, what else occurred at that meeting, if anything?

(Testimony of James Francis Crow.)

A. The most notable thing about the meeting, one of the most notable things in the lives of the people in the editorial room, occurred near the close of the meeting when the attorney for the management, after a whispered conferenc with Mr. Palmer, turned around and announced that three persons were going to be discharged. It was notable to me.

Q. Let me refresh your recollection.

Do you remember before I asked that question, anything of what was said prior to that announcement being made?

A. Do I remember anything that was said prior to the announcement?

Q. By Mr. Sargent?

Trial Examiner Kennedy: With reference to what particular subject matter?

Q. (By Mr. Sargent) With regard to the subject just mentioned?

Trial Examiner Kennedy: About the discharging of three employees?

Mr. Sargent: Yes.

The Witness: I don't recall any exact wording. [283]

Q. (By Mr. Sargent) To refresh your recollection, I ask you whether or not Mr. Sargent didn't say at that time that he felt that it was only fair to tell the various employees that as they had surmised and as had been mentioned by Judge Palmer, it would be necessary because of retrenchment, to

(Testimony of James Francis Crow.)

let certain employees go; that they knew the advertising was down and the expenses were mounting, and that after making a careful study, Judge Palmer had decided that three employees were to be dismissed.

I ask you whether that, or that in substance, was said by me at that time?

A. I recall that there was said, in substance, that because of retrenchment and reorganization, three employees were to be dismissed.

Q. You don't recall that there were any of the other things I have just mentioned said, prior to that?

A. I couldn't testify honestly to anything further, to any further wording.

Q. At any rate, you do recall that at the time I stated that the management would have to let three employees go; you remember that, do you not?

A. Yes.

Q. And do you remember that I asked if anyone had any questions to ask at the time?

A. I remember your saying, "Do you want to know who they [284] are?"

Q. To refresh your recollection, then did I ask if anybody wanted to ask any questions, and then say, "What do you want to know?"

A. I don't recall anything further in that connection than what I have just stated.

Q. At any rate, I did ask, "Would you like to

(Testimony of James Francis Crow.)

know who the three employees are?" Did I ask that? A. Yes.

Q. And was an answer given by anyone?

A. Yes.

Q. By whom?

A. By the negotiators, officially.

Q. What did they say? A. They said No.

Q. Did they also add that that was something that was in the province of the management?

A. I don't recall that because just at that time I left the room to make a telephone call.

Q. During the various negotiations, Mr. Crow, and these meetings to which you have testified, had there been discussion with regard to a clause in the management's counter proposals which was contained in the final proposal, final agreement, with regard to the employer's right to dismiss?

A. There had been discussions about such clause.

[285]

Q. And did the final agreement as agreed upon contain as Article II, "The Publisher retains full power and discretion save as limited or prohibited by law, to employ or dismiss employees, including that to determine competency or to pre-emptorily discharge any employee, and also as to the number to be employed in any department, or as to the duties of each, and may merge, increase, reduce or eliminate departments and transfer any employee from one department to another with-

(Testimony of James Francis Crow.)

out the violation in letter or in spirit of any portion of this agreement?"

A. Will you re-state the first part of the question?

(The question referred to was read by the reporter, as set forth above.)

The Witness: I don't know of a final agreement. I know that in the agreement arrived at orally at the last negotiation meeting, it was understood by the participants on both sides that a clause to the effect that the publisher had the right to hire and fire and to consolidate departments, was included.

Q. Do you remember during one of the latter meetings, a discussion in which Mr. Garrigues of the Negotiating Committee said, "This is a heel-clicking clause, and while we agree to it and you have the right to it under the law, we don't want you to put it in more than once," or that in substance? A. That, in substance. [286]

Q. That arose out of a discussion where there had been some questions about a clause that had been submitted in one of the counter proposals as to the right to dismiss under the severance clause, severance pay clause; is that true?

A. I don't recall the exact circumstances.

Q. Such a clause had been contained in each one of the management's counter proposals, since Mr. Sargent first met with the Guild; isn't that true?

(Testimony of James Francis Crow.)

A. I would have to look over each counter proposal.

Q. Well, look over the one on April 16th, and see if the same clause isn't there as Article II?

A. It is.

Q. And look at the one in May; and didn't the one in May have the same clause?

A. The Exhibit here marked May 9th had such a clause.

Q. At no time did the Guild question that power or the Guild, through its negotiators, question that power as resting in the employer?

A. The Guild did not question the right of the employer to hire and fire whom he chose. [287]

Q. Now, then, are you familiar with the wire that was sent by the Los Angeles Newspaper Guild Executive Board, by Urcel Daniel, to Judge Palmer at 11:25 May 15th, 1938? A. 11:25 P. M.?

Q. It was Sunday night, the 15th, if I am correct? A. Yes.

Q. And did that wire state that the

> "Los Angeles Newspaper Guild on request Citizen News unit tonight called strike on Citizen News for Tuesday A. M. Unit demands unconditional reinstatement of Roger C. Johnson, Mel Scott, Elizabeth Yeaman, plus contractual provision no dismissals result contract signing. Seriously urge you meet authorized committee, L. A. N. G. Executive Board, 11:00 A. M. tomorrow your office for purpose peaceful adjustment. Board now in session

(Testimony of James Francis Crow.)

awaiting your answer to my wire on suggested conference at 7933 West Fourth Street."

Do you remember that wire? [291]

A. Yes.

Q. Such a wire was sent to Judge Palmer?

A. Yes.

Q. On that date? A. Yes.

Q. Now, then, did Judge Palmer, on the 16th, that is, Monday morning, May 16th, 1938, send a messenger-delivered communication to the Los Angeles Newspaper Guild Executive Board attention of Urcel Daniel?

A. Yes. I don't know how it was sent. I know that such a letter was sent.

Q. And was such a letter received by the Guild that day? A. Yes.

Q. Did that letter say, "Greatly surprised at your wire received this morning. Demands for unconditional reinstatement of three Citizen-News Company employees with provision for no dismissals are directly contrary to contract agreed upon, and must be rejected.

"We are always willing to meet with representatives of our employees, but there can be no compromise on publisher's right to dismissal.

"Yours very truly,

"HARLAN G. PALMER,
Publisher, Citizen-News."

Was that letter received? A. Yes. [292]

PHILIP M. CONNELLY

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: Give your full name and address to the reporter.

The Witness: My name is Philip M. Connelly. Address 216 Third Street, Manhattan Beach.

Direct Examination

Q. (By Mr. Persinger) Mr. Connelly, what is your business or occupation?

A. Re-write man for the Evening Herald-Express; also member of the Los Angeles Newspaper Guild.

Q. Were you a member of the negotiating committee which met with the Respondent to negotiate a contract for the editorial employees of the Citizen-News? A. I was. [314]

Q. Do you occupy a position in the Los Angeles Guild? A. I did.

Q. What position? A. President.

Q. Since 1938? A. I have. [349]

Q. Now, as a matter of fact, how many Guild shop contracts have been signed—by Guild and newspapers in the State of California?

A. By Guild and newspapers in the State of California?

Q. By newspapers and Guild in the State of California, containing a Guild closed shop?

A. I don't know.

(Testimony of Philip M. Connelly.)

Q. Do you know of any?

A. No, I did not at that time.

Q. Do you know of any now?

A. I know of none now, actually signed, no.

[354]

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## PATRICIA KILLORAN

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows: [400]

### Direct Examination

I remember some more of that conversation that I had with Mr. Brandon.

Q. Give us the rest of it.

A. He said we really didn't understand what we were doing to ourselves in joining the Guild, and having these outside negotiators and agitators come in and work for us. He said he had been in plenty of unions and he said he knew more about [406] unions than we would ever know, and he said if we were smart we would get out of this business.

This was on Tuesday morning. I am mixed up on that. I think it was after the strike was called.

Q. What you have just been relating is the second conversation?

A. Yes, this that I am telling now, was after the strike was called. It was the first time he talked to me about Helen being fired. [407]

(Testimony of Patricia Killoran.)

Q. What was your salary? A. $45 a week.

Q. That was a salary you had when you went on strike, wasn't it? A. Yes. [411]

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## SELBY CALKINS

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: State your name and address, please.

The Witness: Selby Calkins, C-a-l-k-i-n-s, 102 North Mariposa Avenue.

### Direct Examination

Q. (By Mr. Persinger) Are you commonly called "Jack"? A. Yes.

Q. You formerly worked for the Hollywood Citizen-News? A. Yes.

Q. You went on strike on May 17th?

A. Yes.

Q. What was your job?

A. I was police reporter and relief photographer, relief copy desk man, feature writer, and general utility man in the department.

Q. Did you attend a number of negotiations carried on between representatives of the Guild and representatives of the management?

A. Yes, I did.

(Testimony of Selby Calkins.)

Q. Do you remember having attended the negotiation at which [418] was discussed the job of combination reporter and photographer?

A. I do.

Q. At what meeting was that discussion raised?

A. I don't place that definitely, no.

Q. Was it at the first meeting, approximately?

A. The only way, it was not at the first meeting. The only way I can place it was at one of the early meetings at which Mr. Palmer was present.

Q. In other words, Mr. Sargent was not there. It's already been testified that Mr. Sargent came into the picture about the middle of march.

A. I don't remember whether he was or not.

Q. Do you remember who acted as spokesman for the Guild at that meeting?

A. I believe Mr. Garrigues did.

Q. And do you remember who spoke on behalf of the company?

A. I know Mr. Palmer did.

Q. And what was the discussion?

A. The discussion arose over a clause in the proposal that the Guild had submitted which would have eliminated the practice of using a photographer as a reporter or a reporter as a photographer.

Q. And what was actually said about it on both sides?

A. Well, the proposal was objected to by the management, [419] and in defense of the clause,

(Testimony of Selby Calkins.)

as I recall it, Mr. Garrigues stated that that was practically a standard provision of the Guild contracts throughout the country, with exceptions being granted in unusual cases, such as in Los Angeles where harbor reporters on the downtown papers were also permitted to serve as photographers because of the distance from their city rooms.

Q. Do you remember what Mr. Palmer had to say about it?

A. I can't quote him directly. There was an objection expressed and then the negotiators asked me to explain my feelings in the matter, and I said that I felt that I was a reporter and wanted to continue to be a reporter and didn't care much for photography or the work of covering picture assignments; and I further explained that when I had come there I had been employed as a copy desk man. That is an inside job, and when I was switched over to an outside job, I used my own camera for the paper, taking pictures on stories that I was working on as a reporter.

And I further explained that the objections were being set out, being taken from reporter work and sent out on purely photographic assignments with other reporters, which was a job for a photographer.

As I recall it then, the discussion resolved itself into a statement in general terms by Mr. Palmer. I can't remember the wording. The substance was that the paper didn't need a [420] police reporter

(Testimony of Selby Calkins.)

as such. He often thought of eliminating police work on the paper and relying on wire services for general coverage.

I felt then that I was beng told that I should either be a combination man or find a job some place else. As a result of my feeling on my part and on the feeling of other people the combination men were subsequently eliminated from the contract.

Q. Since the negotiations started back in December, have you had any conversations with your managing editor, Mr. Swisher? A. Yes.

Q. Did you have a conversation with him regarding a speed-up and stretch-up A. Yes.

Q. When?

A. That was the day after the meeting at which I was asked to give my views on the combination reporter and photographer.

Q. Where did it take place?

A. It took place in his office.

Q. Anyone else present? A. No.

Q. What was said?

A. I'd like to tell the three phases of that conversation.

Q. All right. [421]

A. At the meeting the night before, Garrigues in arguing against combination jobs in general had used in one of his general explanations the term speed-up and stretch-out. The following morning I

(Testimony of Selby Calkins.)

had completed my writing portion of my job, and along about 11:00 o'clock I had a series of phone calls to make. In the interval I was sitting at my desk.

Mr. Swisher arose from his desk which was about 30 feet from mine and walked to me and said, "Jack, the speed-up and stretch-out around here isn't bothering you any."

I said, "No." A few minutes later I had occasion to walk by the desk and he looked up at me and said, "Jack, I don't understand you."

So I started to pursue the subject a little further, and he turned his back and went back to work.

That afternoon after the paper had gone to press things had relaxed a little bit in the office, and I went into Mr. Swisher's private office and told him that I did not see what was behind his remark to me. I couldn't understand why he had singled me out for either of the two comments that had been made that morning and that apparently there was some misunderstanding in his mind. I wanted to know what it was.

He said, "Well, it's this argument about the reporter and photographer business at the meeting last night."

And I said, "Well, you know it's the Guild position to combination work on any staff, and it is written into almost [422] every Guild contract in the country, with the necessary exceptions."

(Testimony of Selby Calkins.)

I forget further details of the conversation, except toward the end he said, "Well, Jack, the Guild is off on a wrong foot this time. I'd be willing to scrap for more money for you guys, but the 5-day week wouldn't work in this staff.

I told him I couldn't discuss that matter with him, and I said it was a matter for open discussion. Any discussion between the Guild and himself and Mr. Swisher was the matter for discussion by the negotiators before the observers. I was only there to try to iron out the remarks to me.

He said that was all right, and he said he was glad I talked to him.

Q. Did you have a conversation with him at any time regarding overtime with the Guild contract or anything similar to that?

A. No, I didn't. I don't recall that. [423]

Trial Examiner Kennedy: You may ask one question.

Mr. Sargent: What was Mr. Calkins' last salary at the time he went out on strike?

Mr. Calkins: $45 a week.

Mr. Persinger: I should like to call at this time Floyd Simonton.

FLOYD SIMONTON

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testi- [430] fied as follows:

Trial Examiner Kennedy: State your name and address.

The Witness: Floyd Simonton, F-l-o-y-d S-i-m-o-n-t-o-n, 3030 Fall Avenue.

Direct Examination

Q. (By Mr. Persinger) You formerly worked for the Hollywood Citizen-News? A. Yes.

Q. Did you go out on strike?

A. May 30th, yes.

Q. Were you on vacation at the time the strike was called? A. I was.

Q. When did your vacation begin?

A. May 14.

Q. What job did you have just before your vacation?

A. I was known as a rewrite man. I did feature work and general reporting, some work on the copy desk, and those were my major duties.

Q. What was your salary at that time?

A. $45 a week. [431]

ALEXANDER SWAN, 3d

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: State your name and address, please.

The Witness: Alexander Swan, 3d., 8520 Ridge Path Drive.

Direct Examination

Q. (By Mr. Persinger) Mr. Swan, did you formerly work for the Hollywood Citizen-News?

[435]

A. I did.

Q. And you went out on strike? A. Yes.

Q. How long had you previously worked there?

A. Almost four years.

Q. What was your job at the time of the strike?

A. I was a general reporter. I did a very little bit of copy desk work, took some pictures, very few, was librarian—you might term it feature editor. I edited most of the syndicated features that came into the office, and a little bit of everything.

Q. When did you join the Guild?

A. December, 1936.

Q. About that time did you ever talk with an attorney for an organization of the Guild among the editorial employees of the paper?

A. I had some conversation with him.

Q. Do you remember where any of those conversations took place?

(Testimony of Alexander Swan, 3d.)

A. I believe all of them took place in the library.

Q. Were there any other persons present at any of them? A. I don't believe so.

Q. And what was said at some of those conversations?

A. He reminded of me of how fair the Judge had always been to us and how it was almost ungrateful for us to join the [436] Guild against him. He said he had proved he was a fair man and is was ungrateful for us to start the Guild.

Q. Now, it has been testified that the negotiations between the Guild and the management began about December 22nd, last December, and since that time have you had occasion to see the managing editor, Mr. Swisher outside of the office?

A. I have.

Q. On what occasion?

A. Because we lived in the same general neighborhood, he would ask me to drive him to work in the mornings.

Q. How long have you been doing that?

A. Since right after the first of 1935.

Q. Several years? A. Yes.

Q. And since the first of this year, has Mr. Swisher on any of those drives to or from work ever spoken to you about the progress of the negotiations? A. Yes.

Q. And what did he say?

A. For the most part they were just more or less reminding or telling me that if we continued with

(Testimony of Alexander Swan, 3d.)

the contracts or the negotiations, I would be negotiating myself out of a job.

Q. Did he explain why?

A. He said that if the management had granted us the wages or other provisions of the contract it would be necessary to [437] retrench and I would have to go.

Q. Were you present at the meeting on May 13th? A. That was the last one?

Q. That was the last one before the strike.

A. I was.

Q. Did you hear Mr. Sargent state that it had become necessary to let three people in the editorial department go? A. I did.

Q. What, or rather, did you think when you heard that statement that you were one of them?

A. I did. [438]

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## HENRY REYNOLDS

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: State your name and address, please.

The Witness: Henry Reynolds, 1844 Dracena Drive, Hollywood.

(Testimony of Henry Reynolds.)

Direct Examination

Q. (By Mr. Persinger) What is your business or occupation, Mr. Reynolds?

A. Newspaper man.

Q. What paper now?

A. Evening Herald and Express.

Q. How long have you been in Los Angeles?

[452]

A. Except for occasional visits approximately three months.

Q. When you first came to Los Angeles about three months ago did you look for a job?

A. I did.

Q. Approximately, or rather, among other places, did you apply for work at the Citizen-News?

A. I did.

Q. Do you remember approximately when you applied up there?

A. To my best knowledge it was about March 24.

Q. And to whom did you apply?

A. To Harold Swisher, the managing editor.

Q. Where did you see him?

A. In his office.

Q. Was anyone else present? A. No.

Q. Will you relate the conversation?

A. I inquired of the girl in the other office if I might enter. The door was closed. I entered, and I introduced myself and told Mr. Swisher I was a copy reader and asked him if there was any work

(Testimony of Henry Reynolds.)

on the Citizen-News. He couldn't tell me immediately whether there was work there for me. He asked me if I was a member of the Guild.

I said, "Technically I probably am not, because I am in arrears in my dues, but I am for the Guild and I believe in the Guild." [453]

He said, "Oh, I do too, but I don't think the Guild should dictate who the management should hire, do you?"

I do not recall my answer. Either I answered nothing or I agreed with him.

He said also that we have 100% organization here, and Mr. Roger Johnson is one of the former presidents of the Guild.

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## LOWELL REDELINGS

a witness called by and on behalf of the National Labor Rela- [454] tions, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: State your name and address, please.

The Witness: Lowell Redelings, L-o-w-e-l-l R-e-d-e-l-i-n-g-s, 3227 Selma Drive, Hollywood, California.

### Direct Examination

Q. (By Mr. Persinger) Mr. Redelings, did you formerly work for the Citizen-News?

A. I did.

(Testimony of Lowell Redelings.)

Q. Did you go out on strike, May 17?

A. I did. [455]

Cross Examination

Q. (By Mr. Sargent) Mr. Redelings, on the morning of the strike, how many did you have in the Guild, including all the departments?

A. On the morning of the strike, may I ask do you mean paid up?

Q. Paid up members. [469]

A. Twenty-five.

Q. That's on May 17, 1938? A. Yes.

Q. Now, how many members, what was the highest number of members you ever had in the Guild?

A. I shouldn't answer exactly. As close as I can remember around 48.

Q. That's about the high figure as you recall?

A. Yes. [470]

Q. That is, you said in addition to the 25 paid up members the Guild had 23 other members who were not in good standing? A. Yes. [475]

Q. How many in the editorial department were paid up in their dues on the morning of May 17, 1938? [476] A. Paid to April?

Q. Yes. A. Nine.

Mr. Sargent: That's all.

Mr. Persinger: May I see the cards a moment?

The Witness: Yes.

Mr. Persinger: I have no further questioning.

Trial Examiner Kennedy: The witness is excused.

JUDGE HARLAN G. PALMER

a witness called by and on behalf of the National Labor [477] Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner Kennedy: State your name and address, please.

The Witness: Harlan G. Palmer, 926 North Orlando, Hollywood, California.

Direct Examination

Q. (By Mr. Persinger) What is your official position with Respondent?

A. President of the Citizen-News Company.

Q. And what position do you occupy on the newspaper?

A. General manager of the newspaper.

Q. And you are also the editor?

A. Yes. I think I am entitled to the title of editor.

Q. You write most of the editorials, don't you?

A. Yes. [478]

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JUDGE HARLAN G. PALMER

a witness called by and on behalf of the Respondent, having been previously duly sworn, resumed the stand and further testified as follows:

Direct Examination [482]

Q. Now, trace for us, Judge Palmer, the financial circumstances with regard to advertising during

(Testimony of Judge Harlan G. Palmer.)

the past six or eight months. Tell us, if you know, what the condition was and what you observed.

A. As near as I can recall, advertising began to fall off in August, 1937. Beginning in December of 1937, January, February, March, and April, there was a substantial decrease in the volume of advertising. At the same time in 1938 there was a substantial increase in the price of newsprint, approximately 17 per cent increase in the price of newsprint. Generally about 15 per cent decrease in the volume of advertising.

Q. What about your national advertising?

A. National advertising was off about 40 per cent. [483]

Q. Now, during the negotiations, did you at any time have a discussion with the negotiating committee with regard to any need for retrenchment?

A. I had a discussion as to the possibility or probability of retrenchment.

Q. Do *you approximately* when that took place?

A. It was in the early part of the negotiations when there was under discussion the clause in the contract which provided that there should be no dismissals as a result of the negotiations of the contract.

Q. That is the same clause I brought to Miss Daniel's attention when she was on the stand?

A. Yes.

Q. Go ahead.

(Testimony of Judge Harlan G. Palmer.)

A. I objected to the clause being in the contract, stating that it was likely to subject all of us to misunderstandings. They explained that they didn't mean by that clause that I would, that they did not mean I would be prevented from making dismissals for economy reasons, but that they meant that I would be prevented from making dismissals in the event of increases in the payroll or in the event of anything going out of the negotiations themselves. I stated that I still thought the clause would be subject to misunderstanding, and would give rise to trouble, but at said time when that occurred, we were in a period when business was off. Expenses were up, and if it were not for the negotia- [484] tions at that time we would be making reductions.

For that reason, in order to avoid misunderstanding, I didn't want the clause in. The clause was omitted from our counter-proposal. It was not raised again in their counter-proposals, which seemed to settle the discussion.

Q. Did you shortly after make any policy of retrenchment in the paper? [485]

A. Beginning as early as the first of March I began to figure out the possibility of retrenchment, and we did start in reducing the amount of space we were allocating to reading matter in order to secure a little better balance between reading matter and advertising volume.

(Testimony of Judge Harlan G. Palmer.)

We took up a policy of reducing the length of stories, the policy of eliminating coverage of certain meetings such as service club meetings; the policy of eliminating as many as possible of the feature stories that didn't have a clear and correct bearing upon news.

We reduced the space allocated to comics. The first reduction program that we put through, I can't recall all of the factors that we entered into it, the first reduction program we put through involved a total of four columns of space.

Q. Were those four columns eliminated?

A. The purpose of the whole thing was to prevent as many times as possible the increase in the size of the paper by two pages, because of over-run. When we could save two pages, we figured we should save about $40 in the cost of the newsprint and in the mechanical costs involved in printing the same.

I think Miss Yeaman testified she had requested Mr. Swisher to eliminate as much as possible the slop-over of the drama page, to limit it to one page, because even with one page the volume of advertising didn't justify the amount of stuff we [486] were printing.

Sports were reduced by one column for the first time. That is, in quite a period. Advertising was put on the first page of the second section of the newspaper in order that we might keep the size of the paper commensurate with the advertising.

(Testimony of Judge Harlan G. Palmer.)

Then during the course of negotiations, it was the time I began the study of the five-day working week which was requested by the Guild. In connection with my studies, I continued my studies as to how we could put into effect the five-day working week and at the same time reduce the size of our staff.

At that same time we had to keep in the newspaper that which I might consider as essential, and yet at the same time keep the volume of reading matter fairly proportunate to the volume of advertising matter.

Q. Now, in pursuing this retrenchment program, did the question of increasing the number of employees on the staff arise?

A. In connection with my study of it?

Q. Yes.

A. Yes, in all my studies I had in mind.

Q. What did you find as a result of your studies in that connection?

A. Well, I found two things in connection with my studies, [487] and in this connection our managing editor is no different from any other that I ever heard about. The managing editor is always crying for more space, objecting when the amount of space that is allocated to them in the lay-out of the paper is too small; and also objecting where the material that they have to go into it is too small.

So I determined that there were two things in-

(Testimony of Judge Harlan G. Palmer.)

volved in the reduction of the staff, not only the reduction of the expense of the members of the staff, but the reduction of the volume of reading matter produced so as to force the managing editor to stop complaining about reduced space.

In connection with those studies I sought at first the elimination of three members of the editorial staff itself.

In studying the possibilities of the five-day week, I decided that only two members should be elimininated, and that if I was going to eliminate a third, I would take it from my own immediate staff, to-wit, Mr. Mel Scott.

Q. Mr. Mel Scott had been assisting you in running editorials, had he?

A. Yes, he spent the morning at the City Hall to see what information he could gather, and in the afternoon he came up to the office and went over the letters for the town meetings, and edited them for the Town Meeting column. These were also from readers and each day submitted a number of editorials to me for my consideration. [488]

In determining what staff members might be eliminated, I decided that we should eliminate one of the two members on the drama page. I was compelled to weigh the respective merits to the best of my ability, of Mr. James Francis Crow, the drama editor, and Miss Yeaman's columns.

Q. What conclusions?

(Testimony of Judge Harlan G. Palmer.)

A. It was my honest opinion that Miss Yeaman could be spared with less injuries than Mr. Crow.

Q. What led you to take that conclusion?

A. I considered Mr. Crow a better man in writing heads, in laying out the drama page, and considered him the more able person in connection with the reviews of previews.

The work that Miss Yeaman was doing, I figured we would just take the course of events and run such motion picture production news as came in by mail. That would be handled in the regular course of events, and we would rely upon two other columns that we had in our paper on motion pictures: One by Skolsky, who was with the King's Features Syndicate who left his copy each day as he wrote it; one by Ed Sullivan, of the New York Daily News Syndicate, who likewise left his copy as he wrote it.

Q. Both those columns were written in Hollywood, and before they went to their papers respectively in the East, a copy of that column would be left with the Hollywood Citizen-News, is that correct? [489] A. Yes.

Q. So you had a first hand column, two of them, written by people with a national reputation?

A. They weren't exactly the same type of columns, but they related to motion picture affairs. I don't know any newspaper with the proportion of national volume of advertising that was running

(Testimony of Judge Harlan G. Palmer.)

as much motion picture news as we were running.

In connection with the other position, I had three men to consider: Floyd Simonton, Roger Johnson, and Jake Calkins, each of whom we classified as a general reporter, each of whom [490] was being paid the same salary, $45 a week, and I decided that we should get along with the amount of reading matter that two of the three could produce. That would eliminate the feature type of articles and the interviews and things that were not essential in my judgment in presenting the daily news.

In deciding among those three, it was my judgment that Mr. Floyd Simonton was the best reporter of the three. I liked his work the best. I thought he had a better understanding, was a more valuable man from the standpoint of major news reporting. That left the decision resting between Jake Calkins and Roger Johnson.

In some respects I preferred Roger Johnson to Jake Calkins, but I had to consider the choice on the basis of a five-day week, or at least was considering it on that basis because I felt sure all the time that eventually we would reach an agreement on a contract and a five-day week would be included in that contract.

Jake Calkins was acceptable as a photographer. Under the five-day week there would be one day of the week when the regular photographer would not be on duty. I felt it essential that we have on

(Testimony of Judge Harlan G. Palmer.)

our staff for that relief day one man who in an emergency could do the photographic work, and for that reason, and with one other factor which was of less importance—the factor that Calkins was a capable desk man, had worked on the desk a great deal, was capable of sitting in on the desk at [491] any time, and because I considered that larger experience a good thing—he should be the one that would get the call.

Q. And did you therefore come to a decision that these three employees should be dismissed?

A. Yes, I came to that decision.

Q. And you have heard Miss Daniel's testimony as to what took place the final meeting, on May 15?

A. Yes.

Q. Is there anything you want to add to what she said, or has she covered the picture as far as you recall?

A. I can think of only one thing that was said at that time by Mr. Garrigues.

When you asked whether they would like to discuss the question of what three it had been determined would be eliminated and why they were eliminated, Mr. Garrigues said since all of the members of the unit are members of the Guild, that matter is entirely within the province of the publisher.

Q. After that discussion by Mr. Garrigues, the remarks by Mr. Garrigues, did anything else take place that you recall?

(Testimony of Judge Harlan G. Palmer.)

A. Well, whether before or after, I've forgotten when Miss [492] Daniel testified, Mr. Garrigues asked us if we were willing to put the contract into effect the following Monday morning, since he considered the approval by the unit, and the approval by the New York office of the Guild, to be merely matters of formality, and I told him that I was agreeable to the matter, and since we had the five-day schedule at that time worked out satisfactorily to us, that we would put it into effect the following Monday morning.

Q. And were they put into effect the following Monday morning?

A. They were. The schedules were posted on Saturday morning.

Q. Is that Saturday, May 14?

A. Yes. Those schedules called for one man's day off that day, Herman Reuter. Mr. Reuter didn't show up for work on Monday. [493]

Q. When the checks were tendered the three dismissed employees, namely, Mr. Johnson, Miss Yeaman, and Mr. Scott, did those checks include the severance pay called for in the contract and also earned vacations? A. Yes. [494]

Q. Do you remember when the paper gave these notices of dismissal to the three employees?

A. Only by hearsay, but I assume the testimony that has been made here is correct. Possibly the notices for a five-day week, that is the posting of the

(Testimony of Judge Harlan G. Palmer.)

schedule for the five-day week was in itself notice, and in addition to that I accept the testimony offered by the employees that the notice was received the following Saturday morning. [496]

Q. Did you ever make any comment to Mr. Turner or anyone else in the organization with regard to Roger Johnson with the understanding being that his activities might be of detriment to him?

A. No, sir, I never made any comment in any way, shape, or [498] manner with reference to the activities of Mr. Roger Johnson in the Guild or otherwise.

Q. Did you ever make any comment with anyone in your organization of the activities of Mel Scott or Elizabeth Yeaman?

A. No, sir, I never discussed it with anybody or had any information from anybody with reference to it.

Q. With regard to Helen Thurlby or Karl Schlichter?

A. Never. I believe, however, that Roger Johnson came to my office and stated that the downtown newspapers were accusing me of putting him into the Guild so as to make trouble for them. Someone said that, and as long as we know the accusation, I said, as being untruthful, there is no need in worrying about that.

Q. Did there come a time shortly after the meeting of May 13, on Friday, when the retrenchment

(Testimony of Judge Harlan G. Palmer.)

program was carried into another department of the paper?

A. Yes, I did instruct Mr. Young to begin to weigh every employee under his general jurisdiction.

Q. And I believe it is already provided in the evidence, but what was Mr. Young's position?

A. He was the business manager.

Q. What was done there?

A. It was very apparent to the manager a surplus of help in the business department. By Saturday, May 14, Mr. Young had at that time but two recommendations to make. One was that if [499] in view of the fact that Mr. Schlichter's work was a lesser job, primarily for national advertising and national advertising was off,——

Mr. Persinger (Interrupting): How much?

The Witness: About 40 per cent.

(Continuing) —that his position could be eliminated. The other one was that we should eliminate in view of the curtailed paper, we should eliminate the amount of reading matter, the amount of publicity which the advertising department was seeking to get into the paper, and that that elimination could be helped by eliminating a part time assistant, Patricia Killoran, which assistant was Miss Thurlby.

Those eliminations had been agreed upon by the week-end. They were approved by myself.

Q. And were those eliminations made?

(Testimony of Judge Harlan G. Palmer.)

A. Yes, they were made. The notices, I understand, were given out on Monday morning. [500]

Q. Is there anything else, Judge Palmer, as to which I have not asked you any question, which you believe would have a direct bearing on the issues of this case which you would like to testify to or have I asked you questions which would cover which you have had in mind?

A. Well, excepting the statement that the question of anyone's union activities absolutely and positively didn't enter into any of my decisions. [502]

Cross Examination

Q. (By Mr. Persinger) Judge Palmer, normally when do you plan your budget for each year?

A. The first of January and the first of July. [503]

Q. Was the first six months of 1937 an unusually good year from the point of view of advertising revenue for your paper?

A. I would say it was a very good year, the first six months. [505]

Q. Now, all during '33, '34, and '35 the company made money, didn't it? A. Yes.

Q. And has the company been making money during the first six months of '38? [506]

The Witness: The newspaper lost money in the month of December and the month of January; it

(Testimony of Judge Harlan G. Palmer.)

made a little in the month of February. Lost again in the month of March. I think the total losses of the newspaper down to May 1, perhaps including May 1, were about $1500. The total losses, beginning from January 1 to May 1. December was the heaviest loss on the newspaper, about $3000 in the month of December alone. [507]

Q. When would you say you first decided that it was necessary to eliminate three of the editorial employees? A. That it was advisable.

Q. I beg your pardon.

A. Well, the early part of the year. I just can't answer [513] that question that way. In the early part of the year, as I say, I then deemed it advisable to retrench unless there was a different trend in business otherwise. As to a decision as to the three to be eliminated, to the number to be eliminated, and as to who they were, that was not made until the latter part of the negotiations. I had before me three possible courses of action.

One, of course, is the course taken by the San Francisco papers, each of which laid off from 10 to 30 employees during the course of negotiations.

Another course of other papers was that of waiting until their contracts were completed and then making their lay-off.

And the third course, that which we probably unfortunately decided upon, of completing our negotiations and then before signing, notified. [514]

(Testimony of Judge Harlan G. Palmer.)

Redirect Examination

Q. Yesterday Mr. McWilliams asked you for some figures or whether you had any figures with regard to the Citizen-News. Have you been able in the short time since we were here yesterday to get any figures on the Citizen-News?

A. Yes. The Citizen-News lineage in March, 1938 was 15.5 per cent below March of 1937. The Citizen-News lineage in April, 1938 was 12.5 per cent below the lineage of April, 1937. [593]

Q. And I believe you testified that it was about this period that you had determined to enter upon your retrenchment program? A. Yes, sir.

Q. Mr. McWilliams asked you yesterday whether you had any figures showing either the profit or the loss of the Citizen-News during the same period. Have you those figures available?

A. Yes. I have my record sheet.

Q. What does your record sheet show?

A. In January, 1937, the profit on the Daily Citizen-News was $2450. In 1938 there was a loss of $1251. In February of 1937 there was a profit of $3114. In February, 1938 there was a profit of $849.99. In March, 1937 there was a profit of $6974, and in March 1938 there was a loss of $1437.

In April 1937 there was a profit of $8954.

In April of 1938 there was a profit of $941.

Q. I think, Mr. McWilliams asked you yesterday with regard to the profit or loss through the

(Testimony of Judge Harlan G. Palmer.)

month of May, that is up to June 1, have you the figures for May? A. Yes.

Q. Please give them.

A. Through the month of May, of 1938, five months, the total figures on profit and losses were $1814 loss. To the first five months of 1937 a profit and loss figure showed a total of [594] $27,000 profit. The particular month of May, as separate and apart from the others, was May, 1937. There was a profit of $5577. May, 1938, a loss of $917.

Q. Now, as these figures are prepared by your accountant are they brought to you from time to time? A. Yes.

Q. How long after these figures are prepared and compiled do they get to you?

A. From the 10th to the 15th of the month following the month from which they were prepared.

Q. Was your retrenchment program entered upon after considering the monthly reports which were brought to you? A. Yes.

Q. You were also questioned yesterday, I believe, by Mr. McWilliams about the comparative months of December, 1937. Will you please give the figures for 1937 and the preceding year of 1936?

A. In December, 1936, there was a profit of $4465. In December, 1937 there was a loss of $3645.

Q. So that your estimate of $3,000 loss as given on the stand yesterday. It was a conservative figure?

(Testimony of Judge Harlan G. Palmer.)

A. Yes, that was the figure I had in mind without the exact amount.

Trial Examiner Kennedy: An approximation?

The Witness: Yes. [595]

Q. (By Mr. Sargent) Yesterday in answer to Mr. McWilliams' questions, did you prepare any further data since yesterday afternoon?

A. Yes, on the item of dollars and cents revenue. I made compilations of the total display revenue of the combined Citizen-News and Hollywood Advertiser.

Q. What do those figures show? What are the figures?

Trial Examiner Kennedy: For what period?

The Witness: The period began December, 1937 and covered January, February, March, and April of 1938.

Trial Examiner Kennedy: That is four months of '38 and December of '37?

Mr. Sargent: Please give those figures.

A. The revenues for December in 1937 were $39,865 as against $43,140 for December, 1936.

The revenues for January, 1938 were $34,821 as against the revenues for January, 1937, of $39,083.

The revenues of February, 1938 were $35,742 as against the revenues of February, 1937 of $38,634.

The revenues of March, 1938 were $40,689 as against the revenues of March, 1937 of $45,384.

The revenues of April, 1938 were $38,909 as against the revenues of April, 1937, of $46,020.

(Testimony of Judge Harlan G. Palmer.)

Those are the gross revenues, and I made a totalization of the revenues of the first four months of 1938 as being [596] $150,163 and the revenues of the first four months of 1937 as being a total of $169,123.

I'm leaving off the cents in all instances. [597]

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JAMES CROW,

a witness recalled by and on behalf of the National Labor Relations Board, being first duly sworn, was examined, and further testified as follows:

Examination by Trial Examiner:

Q. (By Trial Examiner Kennedy) The reason you are being recalled, Mr. Crow, is that the Examiner feels clarification is needed on certain parts of your testimony.

Do you recollect testifying in making a general statement that during the period of negotiations certain employees were in your opinion put on the spot? A. I recollect that.

Q. What employees had you in mind?

A. I had in mind Stanley Speer, Al Swan, Selby Calkins.

Q. That's Jake?

A. Yes, Patricia Killeran and Helen Blair Thurlyby, and the women of the staff.

Q. Now, as to Mr. Speer, what position did he hold?

(Testimony of James Crow.)

A. He is referred to ordinarily as an office boy. He handles the printing room work and he does, or did, rather, writing for the sports department.

Q. In what way did negotiations effect Mr. Speer's position? [616]

A. By the reference made during the negotiations to sports work done by Speer, and by the statement from the management that in one case this sports writing done by Speer was something that should be dispensed with, and by referring to it as fun rather than as a legitimate part of the work done in the editorial department.

The sports department work was that part of his work in which Speer took pride, and we had shown through representing copies of the paper that he had done a great deal. Sometimes he had had a banner story on the main sports page, and sometimes he had had the banner story on the main sports page also, and the banner story on the secondary sports page. We had shown that his work at the prep schools in the keeping of records of various athletes had been a matter of interest to the readers of the paper.

Q. Was there any direct remark to the effect that his services might be dispensed with at any time?

A. I recall no direct remark, at least while I was present at the negotiations.

(Testimony of James Crow.)

Q. I believe the next name mentioned was Al Swan? A. Yes, sir.

Q. What position did he occupy?

A. I don't know of the title given by us to Al Swan, other than reporter. During the negotiations, as I recall, he was referred to as a librarian. That is to say, he kept the [617] files of photographs, cuts in the library, or "morgue".

Q. Will you explain, Mr. Crow, in what way the negotiations affected Mr. Swan?

A. The management stated that this peculiar need of a person who was a composite of a librarian and reporter, that his position was not one for which the management could reasonably pay a reporter's salary.

In discussing the classifications which the management had one time proposed for the contract, the matter of Al Swan was brought up, and it was indicated that unless the classification was made in the contract the position of composite librarian-reporter would have to be abandoned.

The force of that in the negotiations, I know, were such that Al Swan concluded that if anyone was to be discharged he was to be the one.

Mr. Examiner, I understand you want me to talk about the negotiations meetings themselves, and not about what might have been said outside of the meetings?

Q. Was anything said by the management outside of the meetings?

(Testimony of James Crow.)

A. Already introduced in evidence, I believe, was at least one note which was handed to me by Al Swan and the testimony that Al Swan made, as I understand, concerning remarks made to him by Mr. Swisher was related before this hearing by Al Swan to me. [618]

Mr. Swisher spoke directly to me about Al Swan during the course of the negotiations. At one time he said that the negotiations were presenting the management with a very difficult problem in the matter of Al Swan, because Mr. Swisher said that I knew as well as he did that Al Swan would never make a reporter—I did not, by the way, conclude on that statement—"and if this contract goes through the way you fellows want it, the only thing we can do is give him his severance pay and let him go."

I believe that I repeated at least part of that conversation to Al Swan on the grounds that I didn't think it was fair to keep him in the dark about such matters.

Al Swan has told me either orally or by means of notes written to me in the City Room that Mr. Swisher made——

Mr. Sargent: (Interrupting) This is objectionable.

Trial Examiner Kennedy: Yes. It is objectionable.

Q. (By Trial Examiner Kennedy) Jake Calkins.

(Testimony of James Crow.)

A. The statements made with reference to the work done by Jake Calkins, at least to the police reporting done by Jake Calkins, was that the management had often thought it might abandon the police work, and utilize city news service for the service there. That was made at the negotiations meeting.

Q. Those remarks were first made after the negotiations had commenced?

A. Yes. May I say that in my own experiences, as a police [619] reporter, which covered a period, I believe, of almost two years, that some years prior to this date no such idea had ever been presented to me. [620]

Cross Examination,

Q. (By Mr. Sargent): When the management had no specific objections to the proposals of the contract, even though it affected an individual employee, the negotiations were the only time and place the management could voice that objection, isn't it true?

A. I would have to say that that negotiation was an appropriate time and place. [629]

Q. As a matter of fact, in the final draft the office boy was permitted to do other things other than office boy work, was he not?

A. As I said before, I'm not familiar with the final draft, but I will say that I understand that

(Testimony of James Crow.)

the problem relating to Stanley Speer had been satisfactorily resolved.

Q. And, as a matter of fact, I wonder if you recall that the payment for the office boy was $20 a week, and whether you know Mr. Swan was getting more than $20 a week?

Do you know that?

A. As I recall, Stanley was getting about $25 a week.

Q. Now with regard to Mr. Swan, in general the same situation was true with him because he acted both as reporter and librarian, isn't that true?

A. It's true that he did the work in the library and that he was a reporter.

Q. And wasn't that also discussed just the way the situation with regard to Stanley Speer had been brought to the management in discussing the Guild's proposal that he would always [630] be paid at the rate of the top work he was doing?

A. I believe it was discussed from that viewpoint.

Q. And ask you whether or not with regard to Mr. Calkins, whether the Guild didn't finally depart from the position that a reporter couldn't do photographic work?

A. I do not recall anything final in connection with these negotiations in the way of an agreement. I do not know of any disposition made of

(Testimony of James Crow.)

the problem of combination photographer and reporter made with regard to Mr. Calkins.

Q. Don't you know that the final clause didn't have the clause in it prohibiting reporters doing photographic work?

A. I assume that is the case.

Q. And I wonder if you also know that the Daily News or Evening News in Pasadena and in Glendale, other papers have police work done by the City News Bureau, did you know that?

A. I am aware of it in a general way. I couldn't specify any particular paper.

Q. And that situation has changed, has it not, since you were dong police work for the Respondent? A. I don't know.

Q. When you said that the women were put on the spot, you referred, did you not, to the conversation to which you have already testified in the negotiations during which the question of whether women were or should receive equal top minimum pay with men was discussed? Is that true? [631]

A. Yes. [632]

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Mr. Sargent: Now then, with regard to the second motion, and here again I would like to include the motion that your Honor recommend the dismissal, if that be the only power which your Honor has in the matter, I move that the complaint

be dismissed for the reason that the evidence brought forth does not sustain the allegations of the complaint, and in that connection I desire to call your Honor's attention to a few facts in support of that motion.

First, the complaint charges that there were no negotiations such as is contemplated by the Wagner Act, and that whatever discussions took place were not negotiations under the Act.

In that connection I desire to call to your Honor's attention the record of testimony introduced by both the Board and Respondent, and I believe in some part by the Guild itself, and to also refer you to the complete list of documents and papers known as Board's Exhibit 4 which are now in evidence, and to also call to your Honor's attention that it is undisputed in the evidence that an agreement was reached between the Guild and the Respondent and that that agreement was carried out, until the strike, by the Respondent, first through the posting of schedules for the 40-hour, 5-day week, and second by the payment of severance pay and vacation pay in the amounts called for by the agreement when the employees in question were dismissed.

[634]

The complaint also charges that there were discriminatory dismissals by the Respondent, and in answer to that I call to your Honor's attention the record brought in largely as a result of the questions by Mr. McWilliams, attorney for the Los An-

geles Guild, with regard to the questions arising out of the figures as decreased lineage concerning which there had been testimony as part of the Respondent's case. And also to call to your attention the other testimony, particularly of Judge Palmer, with regard to that and the testimony that there had been statements shown to testimony that referred to the evidence throughout that there might be dismissals as a result of retrenchment.

I also call to your Honor's attention the reasons given in detail by Judge Palmer for each dismissal, and the facts underlying the reasons for it, the reason why the particular employee was chosen for the group with which he was working in particular contact with the newspaper.

I also call to your attention in the agreement reached as a result of the negotiations there was a clear and admitted clause permitting to the publisher the right to dismiss.

Also may I call to your attention that the clause with regard to dismissals was one of the clauses particularly negotiated during the negotiations, and this clause, and that the clause which originally contained in the Guild's pro- [635] posal prohibiting the right of the publisher to dismiss, was negotiated out of the negotiations and that the final agreement as reached contained no clause impairing the right of the publisher to make such dismissals as he saw fit.

I also call to your attention the fact that the manner of dismissals was made in the manner pur-

suant to the terms of the contract and that the severance pay and vacations which were awarded to the individual employees were those called for by the terms of the agreement as negotiated and agreed to between the Guild and the Newspaper.

I take it, your Honor, that the case is entirely closed and that anything I may say here will not reopen the case in question for further evidence. Am I correct in my understanding of that?

Trial Examiner Kennedy: That's correct.

Mr. Sargent: I want to call your Honor's attention to the fact that the person who was the chief negotiator for the Guild was not called as a witness in this case, and the testimony shows that it was Mr. Garrigues who made many of the remarks in behalf of the negotiators for the Guild, and that he, more than any other individual, conducted the negotiations for them, and that he played a very important part in the final meeting at which the agreement was reached, and particularly that he was the person, according to the evidence, who gave the reaction of the Guild following the announcement [636] regarding dismissals under the agreement reached.

I call also to your Honor's attention the action taken by the Guild negotiators on the final day of the negotiations after the negotiations had closed in agreement with regard to the announcement by the management as to the dismissals, and particularly I call to your attention in that regard testi-

mony of Miss Daniel and the fact that here again Mr. Garrigues was not called either to dispute or otherewise to enlarge upon what had already been testified to both by Miss Daniel and Judge Palmer in that connection.

I also call to your Honor's attention the testimony shows that Doctor Nylander, this is without dispute, recognized the right at the meeting on Monday, May 16th, on the part of the publisher to dismiss and as the testimony shows that there was no question raised as to that right, and I believe your Honor already knows that the case as stated there is no limitation upon the right of the publisher to dismiss or the employer to dismiss, providing, of course, there is not a discrimination, and if the dismissal is not for union membership or union activities, which, of course, is prohibited by law.

And finally, I call to your Honor's attention that on the question of discrimination, the records show without exception and contradiction that all of the members of the Editorial Staff of the Hollywood Citizen were Guild members. [637] They were known to be such by the management, and that this was clearly recognized during the negotiations and up to and including the time of the agreement.

For these and other reasons, which I might take further time of the Court, but which I believe cover the essential points, I make this motion either that your Honor dismiss the complaint or if it be his

province only to recommend, that he recommend the dismissal of the complaint on the ground that the reasons I have given and for others that appear in the record, the Board has not sustained the burden of proving its case and the facts brought forth do not sustain the cause of action under the Wagner Act against the Hollywood Citizen-News, and for this reason the action should be dismissed and the complaint.

Mr. Persinger: The Board has no arguments unless the Examiner wants one. I don't usually argue these cases.

Mr. McWilliams: On behalf of the Guild, I don't want to argue, and I don't want to add anything more. The record speaks for itself.

Trial Examiner Kennedy: I believe the Trial Examiner has the authority to rule on motions to dismiss. However, the motion to dismiss at that time is overruled.

Mr. Sargent: I may have an exception, of course, your Honor?

Trial Examiner Kennedy: Surely. [638]

In the United States Circuit Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

THE CITIZEN-NEWS COMPANY,
a Corporation,
Respondent.

## CERTIFICATE OF THE NATIONAL LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by the National Labor Relations Board, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record in a proceeding had before said Board entitled, "In the Matter of The Citizen-News Company, a corporation and Los Angeles Newspaper Guild," the same being Case No. C-947 before said Board, such transcript including the pleadings, testimony and evidence upon which the order of the Board in said proceeding was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

1. Charge filed by Los Angeles Newspaper Guild, sworn to May 16, 1938.

2. Amended charge filed by Los Angeles Newspaper Guild, sworn to June 24, 1938.

3. Complaint and notice of hearing issued by the National Labor Relations Board, June 27, 1938.

4. Respondent's answer to the complaint, sworn to July 1, 1938.

5. Certified copy of order designating George E. Kennedy, Trial Examiner for the National Labor Relations Board, dated July 5, 1938.

6. Stenographic transcript of testimony before V. P. Lucas, Trial Examiner for the National Labor Relations Board, on March 7, 8, 9, 10, 11, and 28, 1938 together with all exhibits introduced in evidence in a proceeding before said Board entitled "In the Matter of Citizen-News Company, a corporation and Los Angeles Typographical Union, Local No. 174," the same being Case No. C-606 before said Board.

Documents listed hereinabove under items 1-5, inclusive, are contained in the exhibtis and included under the following item:

7. Stenographic transcript of testimony before George E. Kennedy, Trial Examiner for the National Labor Relations Board, on July 5, 6, 7, 8, 11, and 12, 1938, together with all exhibits introduced in evidence.

8. Copy of Intermediate Report of Trial Examiner Kennedy, dated September 1, 1938.

9. Copy of union's exceptions to Intermediate Report.

10. Copy of respondent's letter, dated October 3, 1938, requesting oral argument.

11. Copy of respondent's exceptions to Intermediate Report.

12. Copy of notice of hearing for purpose of oral argument, dated September 14, 1939.

13. Copy of respondent's letter, dated September 16, 1939, advising of intention not to appear at oral argument.

14. Copy of list of appearances at oral argument held October 5, 1939.

15. Copy of union's letter, dated October 9, 1939, requesting extension of time to file motion to reopen record.

16. Copy of letter, dated October 11, 1939, granting extension of time to file motion to reopen record.

17. Copy of union's letter, dated November 13, 1939, advising of intention not to file motion to reopen record.

18. Copy of decision, findings of fact, conclusions of law and order issued by the National Labor Relations Board, March 26, 1940, together with affidavit of service and United States Post Office return recepts thereof.

In Testimony Whereof the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set her hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 5th day of December, 1941.

(Seal) BEATRICE M. STERN,
Executive Secretary
NATIONAL LABOR RELATIONS BOARD

[Endorsed]: No. 9994. United States Circuit Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. The Citizen-News Company, a corporation, Respondent. Transcript of Record. Upon Petition for Enforcement of an Order of the National Labor Relations Board.

Filed December 9, 1941.

PAUL P. O'BRIEN,
Clerk of the United States Circuit Court of Appeals for the Ninth Circuit.

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In the United States Circuit Court of Appeals
for the Ninth Circuit

No. 9994

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

THE CITIZEN-NEWS COMPANY,
a Corporation,
Respondent.

## STATEMENT OF POINTS ON WHICH PETITIONER INTENDS TO RELY

Comes now the National Labor Relations Board, petitioner in the above proceeding, and, in conformity with the revised rules of this Court heretofore adopted, hereby states the following points

as those on which it intends to rely in this proceeding:

1. Upon the undisputed facts, the Act is applicable to respondent and to the employees herein involved.

2. The Board's findings of fact are fully supported by substantial evidence. Upon the facts so found, respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (1) and (2) of the Act.

3. The Board's Order is wholly valid and proper under the Act.

Dated at Washington, D. C., this 20th day of December, 1941.

NATIONAL LABOR RELATIONS BOARD

By ERNEST A. GROSS,
Acting Associate General Counsel.

[Endorsed]: Filed Dec. 22, 1941. Paul P. O'Brien, Clerk.